

2-0130

03-00

THIS DOES NOT  
CIRCULATE

COLLECTIVE AGREEMENT

Between

THE BURLINGTON COUNTY COLLEGE  
FACULTY ASSOCIATION

and

THE BURLINGTON COUNTY COLLEGE  
BOARD OF TRUSTEES

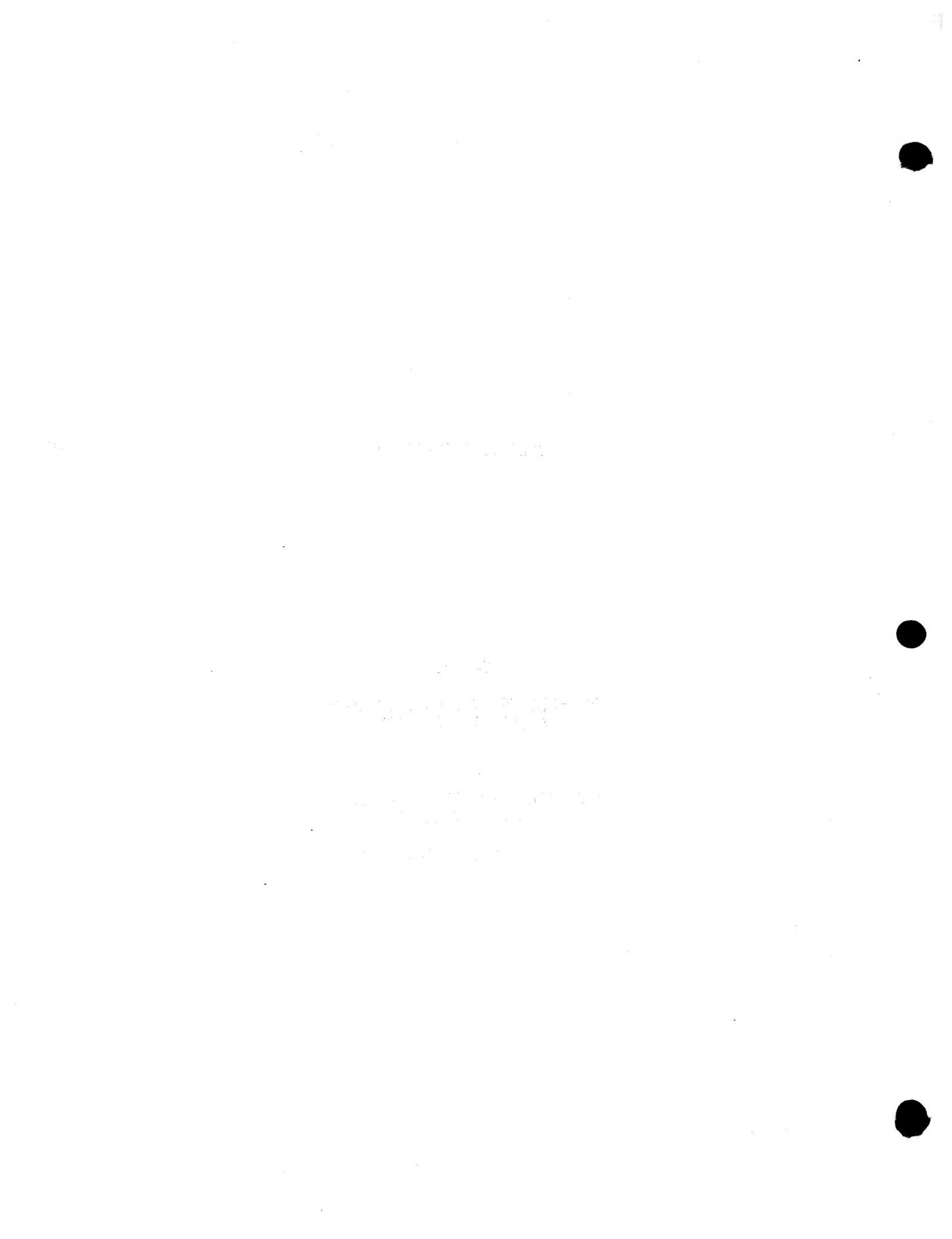
1979 - 1981

7/1/79 - 6/30/81

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## TABLE OF CONTENTS

| <u>ARTICLE</u>   | <u>SUBJECT</u>  | <u>PAGE</u> |
|--|---|-------------|
| I  | Recognition of Employee Representative                | 1           |
| II   | Negotiation Procedures                                | 2           |
| III  | Appointment of Unit Members                           | 4           |
| IV   | Retention of Unit Member                              | 6           |
| <i>03-00</i>   |   |             |
| <u>THIS BOOK DOES<br/>NOT CIRCULATE</u>  |   | 7           |
| MEMORANDUM OF AGREEMENT  |   | 8           |
| By and Between The Board of Trustees of the <u>Burlington County College</u><br>and the <u>Burlington County College Faculty Association</u> . |   | 8           |
| To extend the Collective Agreement, scheduled to end <u>June 30, 1978</u> ,<br>through <u>June 30, 1979</u> .                                  |   | 8           |
| All of the terms and conditions of the Agreement to remain in effect with<br>the exception of -  |   | 8           |
| A. Unit members base salaries to be increased by 9% above their 1977-78<br>base salary.  |   | 9           |
| B. Overload rates to be increased by 9%.   |   | 12          |
| 1. New rate schedule   |   | 15          |
| Instructor - \$180   | Assoc. Prof. - \$215                                  | 16          |
| Asst. Prof. - \$198  | Full Prof. - \$232                                    | 18          |
| C. Coaches salaries to be increased 9%   |   | 20          |
| D. Maximum salaries to be increased by 4.5%  |   | 22          |
| 1. New maximums  |   | 25          |
| Instructor - \$16,457  | Assistant Prof. - \$19,395                            | 25          |
| Associate Prof. - \$22,922   | Full Prof. - \$26,448                                 | 30          |
| It is also understood that the Board and the Association will work in<br>good faith to revise  |   | 32          |
| Article X - Grievance Procedure  |   | 34          |
| Appendix B - Evaluation Practices, Review and Appeals  |   | 35          |
| For the Board of Trustees:   |   | 37          |
| <i>Malcolm Pennypacker</i><br>Malcolm Pennypacker<br>Chairman  | For the Faculty Association:                          | 38          |
| <i>Sanford Schneider</i><br>Sanford Schneider<br>Chief Negotiator  | <i>Rose M Kaniper</i><br>Rose Kaniper<br>President    | 39          |
| <i>June 21, 1977</i><br>Date   | <i>Frank Nappo</i><br>Frank Nappo<br>Chief Negotiator | 42          |
|  | <i>6/2/77</i><br>Date                                 | 44          |

| ARTICLE    | SUBJECT                        | PAGE |
|------------|--------------------------------|------|
| XXVIII     | Sabbatical Leave               | 51   |
| XXIX       | Basic Studies Program          | 54   |
| XXX        | Grievance Procedure            | 55   |
| XXXI       | Personnel Files                | 61   |
| XXXII      | Counselor Workload             | 62   |
| XXXIII     | Duration of Agreement          | 66   |
| APPENDIX A | Instructional Workload Formula | 67   |
| B          | Sabbatical Leave Application   | 86   |
| C          | Employment Contract            | 88   |
| D          | College Paydates               | 90   |

THIS AGREEMENT is entered into by and between the Board of Trustees of Burlington County College, hereinafter referred to as the "Board", or as the "College" and the Burlington County College Faculty Association, hereinafter referred to as the "Association."

## ARTICLE I

### RECOGNITION OF EMPLOYEE REPRESENTATIVE

- A. The Board hereby recognizes the Burlington County College Faculty Association as the exclusive bargaining representative as defined in Public Laws of 1968, Chapter 303 and as amended by PL of 1974, Chapter 123, for all full-time instructional personnel under contract to the Board including:
  - 1. Full-time teaching faculty holding the rank of Instructor, Assistant Professor, Associate Professor or Professor.
  - 2. Full-time Student Development, Learning Resources and Basic Studies personnel holding faculty rank.
- B. All other personnel are excluded from the bargaining unit.
- C. Unless the context otherwise requires, any reference to instructor, teacher, professor, faculty, instructional personnel, student development personnel and learning resources personnel as used herein shall apply to all employees in the bargaining unit as defined above.
- D. The term "unit members" shall mean all personnel covered by the terms of this agreement.

## ARTICLE II

### NEGOTIATION PROCEDURES

- A. The parties agree to enter into collective negotiations on April 15, 1980 on economic items to be applicable to the 1981 fiscal year and such additional years as agreed to. The parties further agree to enter into collective negotiations during October 1980 over a successor Agreement to be applicable to the 1982 fiscal year and such additional years as agreed to.
- B. During negotiations, the representatives shall present relevant data, exchange points of view and make proposals and counter-proposals. The Board shall make available to the Association data and information required by law to be made available to the public, including HEGIS Reports.
- C. Neither the Board nor the Association shall have or exercise control over the selection of the negotiating representatives of the other party and it is mutually pledged that said representatives shall have all necessary authority to make proposals, consider proposals and make counter-proposals during negotiations. No formal negotiations shall take place unless the designated Chief Negotiator of both parties is present.
- D. The Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations. During the term of this Agreement, neither party shall be required to negotiate on any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either party at the time this Agreement was negotiated, signed and ratified.

- E. The Board agrees not to negotiate with any faculty member individually or with any faculty organization other than the Association for the duration of this Agreement.
- F. Upon mutual consent of the parties hereto, a matter of significant impact on the entire College community may be discussed and if, as a result, an amendment is deemed necessary by both parties, such amendment shall be reduced to writing and be submitted for ratification to the Board and the Association and signed by both parties.
- G. Should any condition or provision of this Agreement be found to be in contravention of existing or future laws, statutes or regulations, then only that portion of the Agreement which becomes illegal or unenforceable thereby shall become null and void. All other conditions and provisions of the Agreement not specifically or indirectly rendered null and void shall remain in force and effect.
- H. Nothing contained herein shall be construed to deny or restrict to any teacher such rights as he may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

## ARTICLE III

### APPOINTMENT OF UNIT MEMBERS

#### A. Initial Appointment

Unit members will be appointed in accordance with guidelines established by the Board. In making appointments, the Board of Trustees shall act upon the recommendation of the President. Initial salaries will be determined on an individual basis by the President or his/her designee.

#### B. Unit Member Contract Year

The initial contract period for full-time, 10-month unit members will include the Fall Semester, Winter Semester and Spring Term or the Summer Term, Fall Semester and Winter Semester. The faculty member's contract period may not be changed without his/her prior written approval.

#### C. Learning Resources Personnel and Curriculum Coordinators

1. Represented personnel in the Division of Learning Resources may be assigned either a ten (10) or twelve (12) month contract for the life of this Agreement. Under either option, these personnel shall work a thirty-seven and one-half ( $37\frac{1}{2}$ ) hour workweek except Coordinators whose work schedule shall be determined by the division chairperson after consultation with the unit member.
2. These contract periods may not be changed except by mutual agreement between the applicable Division Chairperson or Administrative Supervisor and the person concerned.
3. Personnel who accept the 12-month contracts shall be subject to the official college calendar and workdays applicable to personnel employed on a year-round basis and salaries payable under such contracts shall be in accordance with provisions found in ARTICLES XVIII AND XXV of this Agreement.

D. Miscellaneous Provisions

1. In the event it becomes necessary to hire a full-time faculty member for less than a 10-month period, s/he shall be paid on a prorated basis for that period of time which s/he is employed. S/he shall be accorded all privileges of a full-time faculty member.
2. No adjunct faculty member shall be assigned a full teaching load.
3. Exceptions may be made during supplemental terms to paragraph two (2) above providing that the provisions of Article XX are adhered to.

## ARTICLE IV

### RETENTION OF UNIT MEMBER

#### A. Reappointment

1. The Board shall issue renewal contracts to all instructional personnel approved for reappointment not later than March 15th of each year provided the master agreement has been negotiated, reduced to writing and ratified by both parties at least 15 calendar days prior to that date. In the event such Agreement has not been concluded, then individual contracts shall be issued within 15 calendar days following ratification of such Agreement.
2. The President of the Faculty Association and the appropriate Division Chairperson and/or Administrative Supervisor shall receive on March 29 or 14 days after individual contracts have been issued, whichever is later, a list, from the Office of the Director of Personnel Affairs, of all faculty members who have not returned signed contracts. Failure of instructional personnel to return a signed contract to the Personnel Office of the College within 16 calendar days of issuance may be interpreted that reappointment is not desired and that the person has resigned. Exceptions may be made upon written request for extension. Such request must include a specific date by which the instructor will submit the contract which shall not be more than 10 calendar days beyond original due date unless otherwise agreed to by the President of the College.

## ARTICLE V

### NON-REAPPOINTMENT

- A. In the event the Board does not intend to reappoint a non-tenured faculty member, notice of non-reappointment shall be given, in writing, in accordance with the following schedules:

#### 5 - Year Tenure

|                   |   |                         |
|-------------------|---|-------------------------|
| 2nd Year Contract | - | March 15 of 1st year    |
| 3rd Year Contract | - | February 15 of 2nd year |
| 4th Year Contract | - | February 15 of 3rd year |
| 5th Year Contract | - | February 15 of 4th year |
| 6th Year Contract | - | January 3 of 5th year   |

- B. All such notices are to be given no later than the dates shown, but nothing contained herein shall preclude earlier notice. In the event any date shown above falls on a day when the College is not normally in operation, then such notice shall be given by the regular operational day preceding such date.
- C. Delivery of such notice shall be made personally to the faculty member affected if she/he is on campus on the required date. In the event such personal delivery is impossible, then certified mail may be used as the delivery agent in which case constructive delivery, as evidenced by the date of the certified receipt, shall be acceptable.

## ARTICLE VI

### FACULTY CONTRACT PERIOD

The contract period for full time, ten (10) month teaching staff will include the Fall Semester, Winter Semester and Spring Term or the Summer Term, Fall Semester and Winter Semester.

## ARTICLE VII

### CONTRACT CONTENT

The individual's personal contract shall include: see appendix C for the authorized contract form.

## ARTICLE VIII

### RESIGNATIONS

Unit members who wish to resign shall submit such resignation, in writing, to the President of the College at least 60 days prior to the effective date of such resignation.

## ARTICLE IX

### NON-DISCRIMINATION

- A. The provisions of this Agreement shall be applied equally to all employees.
- B. The parties agree to adhere to applicable laws and regulations pertaining to non-discrimination.

## ARTICLE X

### REDUCTION IN STAFF

Whenever it is necessary to decrease the number of tenured unit members due to financial exigencies, or due to the diminution of the number of students within the College, the Board of Trustees, upon recommendation of the President, will act in accordance with the prevailing statute(s) (18A: 60-3).

## ARTICLE XI

### ASSOCIATION RIGHTS AND RESPONSIBILITIES

#### A. Association Business

1. Duly authorized representatives of the Association employed by the College shall be permitted to transact official Association business on college property when they do not have instructional or office hours or other assigned responsibilities scheduled and provided that such activity does not interfere with the operation of the College.
2. In recognition of services as a faculty leader and college advisor, the President of the Faculty Association shall be granted 3 points per semester and 2 points per term as part of his/her load during his/her normal contract period. In the event the President is a non-teaching faculty member, she/he will receive supplementary renumeration based on the above points multiplied by the point factor appropriate to his/her academic rank as identified in ARTICLE XVIII, I, 4 of this Agreement. In such case, the President of the Association shall fulfill the regular obligations of his/her position and workweek exclusive of time devoted to services as faculty leader and college advisor. Point values granted under this provision shall be paid at full value as provided in ARTICLE XVIII, I, 3, c, 1 and ARTICLE XVIII, K, 1

#### B. Use of College Property

1. With the prior approval of the President or his/her designee the Association's duly authorized representatives employed by the College may be permitted use of the College facilities and equipment, other than those assigned for their individual use (which shall not require prior approval), at such times and places that will not interfere with, delay or defer any activities or functions of the

College.

C. Association Liability

1. The Association will be responsible for payment of all damages to or loss of equipment and facilities due to the fault of the Association. The Association shall supply at its own cost or reimburse the College for stationery and other consumable items required for its use in carrying on the administrative, financial or operational functions of the Association.

D. Use of College Mail and Telephone Systems

1. The Association will be permitted the use of the College communications system including internal mail and telephone systems. In all uses of the mail system for Association purposes, the contents must be identified as originating with the Association and bear the name or signature of an authorized Association representative.
2. Use of the telephone shall be limited to internal use and such outside calls as are in the regular calling area of the College system. Long distance and toll calls shall be paid for by the Association.

E. Use of Bulletin Boards

1. The Association may post notices on mutually agreeable bulletin boards. All material posted must relate to official business of the Association.

F. Payroll Deductions

1. Deductions from the payroll of any employee represented by the Association for the purpose of paying dues to a bona fide employee organization shall be made in accordance with N.J.S.A. 52:14-15.9(e) and the established business practices of the College.
  - a. All authorizations for such deductions must be submitted in writing, by each individual member making such authorization, on a mutually agreeable form at least thirty (30) days prior to the

first deduction.

2. Returning Unit Members

- a. Equal deductions will be made from twenty (20) pay periods, starting with the second pay period of the academic year and continuing until the last pay period in June. For 1979-80, these are September 14 through June 6; for 1980-81, these are September 12 through June 5.
- b. The President of the Association will notify both its members and the Accounting Department of dues assessed for each employee organization.
- c. Remittance of deductions shall be made to the Association Treasurer by the College Business Office no later than the 30th of the month following that in which the deductions were made.

3. New Unit Members

- a. Deductions authorized on or before October 1 shall be made in sixteen (16) equal amounts, beginning with the first pay date in November.
- b. Deductions authorized after October 1 shall be made in twelve (12) equal amounts beginning with the first pay date in January.

4. The following represents eligible employee organizations:

- a. Burlington County College Faculty Association.
- b. Burlington County Education Association and/or its higher education affiliate.
- c. New Jersey Education Association and/or its higher education affiliate.
- d. National Education Association and/or its higher education affiliate.
- e. Association of New Jersey County College Faculties.
- f. Atlantic-Burlington County Public Employee Federal Credit Union.
- g. Washington National Insurance Company (for deduction purposes)
- h. Others mutually agreed upon or allowable by law.

ARTICLE XII  
INSTRUCTORS' RIGHTS AND RESPONSIBILITIES

- A. Outside Employment and Course Work
  - 1. All faculty members recognize primary responsibility to their position at Burlington County College.
- B. Instructor's Course and Classroom Rights and Responsibilities
  - 1. The primary responsibility for determining course content, course goals, learning objectives and the selection of appropriate learning materials and strategies rests with the faculty member who teaches the course. Where more than one faculty member teaches the same course, the instructors involved must mutually agree on these items.
  - 2. The instructor shall be encouraged to use varied methods or innovations of instruction which s/he feels may best enable a learner to achieve a given learning objective.
  - 3. The instructor shall be free to request any books, magazines, newspapers or other materials to be purchased by the library or his/her division or area subject to budgetary limitations.
  - 4. The instructor is responsible for evaluating the academic progress of his/her students and for assigning grades in accordance with the grading system of the College.
  - 5. The instructor shall be required to report to his/her designated teaching station at scheduled times. Whenever the instructor is unable to meet his/her class, s/he will make every effort to report his/her inability to do so to his/her immediate supervisor, to that supervisor's secretary or to another instructor, in that area, sufficiently prior

to such absence as to enable the class to be rescheduled or to assign an appropriate substitute.

6. The administrative use of an electronic monitor or communications device during the meeting of class shall be permitted only with the prior approval of the instructor concerned.
7. Classrooms may be visited for the purpose of evaluation only in accordance with contractual evaluation procedures.

C. Miscellaneous Rights and Responsibilities

1. Nothing in this Agreement shall require the Board to keep the College open in the event of severe inclement weather or when otherwise prevented by health conditions, catastrophes or Acts of God, or other natural phenomenon. When the College is closed to students due to such conditions, instructors shall not be required to report for work. If, however, in the Board's discretion, the College is to remain open, all instructors must meet their assigned teaching obligations. If s/he fails to do so, the faculty member's absence may be charged against accumulated sick leave at the discretion of the President.
2. Tuition Remission  
Faculty members, (who are on the full-time instructional staff), and their spouses and dependents, may attend any Burlington County College courses for credit or audit without payment of tuition fee provided all such faculty members shall be subject to the same rules and regulations as regular students of the College. Dependents shall be those identified by the Internal Revenue Code of the United States. If the Board

questions the familial dependency of an applicant, the faculty member must present his/her most recent Income Tax Return which shall control the disposition of the question.

## ARTICLE XIII

### MANAGEMENT RIGHTS AND RESPONSIBILITIES

- A. The Board retains to itself and its appointed managers and administrators all rights, authority and responsibilities conferred by law and those commonly associated with their level of direction and control.
- B. Nothing contained in this Agreement, except those items referred to or specifically identified, shall be interpreted to subordinate, waive, preclude or deny the Board or its designated representatives, the right to conduct the business of the College in accordance with current or past practices, policies and procedures, including the contract agreement between the Board and the Association, nor to perform their responsibilities as custodians of the properties of the College nor to exercise their judgment and make decisions to the extent that such actions are not in contravention of the laws or Constitution of the State of New Jersey or of the United States of America.

## ARTICLE XIV

### STAFF SUPPORT

- A. The College shall provide clerical support to meet the needs of academic personnel. The Vice President and Dean of the College (VPDC) shall make these determinations based upon needs and budgetary limitations.
- B. The College shall compensate unit members for the use of private automobiles when on official college business.
  - 1. Such compensation will be at the rate of \$.16 per mile.
  - 2. Compensation will be determined prior to its occurrence when a particular assignment is made and approved by the appropriate college administrator.
  - 3. The unit member must submit the recognized college form in order to receive compensation for the use of a privately owned automobile.
- C. Those unit members currently under contract (1978-79) to the College will be provided with a private office within the college campus locations. Each unit member in a private office shall have provided a telephone, desk, bookcase, filing cabinet, and chairs. No faculty member shall be relocated without his/her prior approval.
- D. At the inception of each semester, or when appropriate, the Board shall provide each instructor with the necessary office and instructional supplies and learning resources support subject to budgetary limitations and approval of his/her Division Chairperson to meet the needs of the students within the instructional area.

E. The Board shall provide, at no charge, a parking space for each faculty member and shall forbid students to park there. The number of spaces shall be at least equal to the number of staff members and shall be clearly marked and lighted. There shall be no special parking privileges extended to any unit member except for reasons of health. Faculty shall at all times adhere to the current parking and traffic regulations of the College. The Board shall provide security protection for faculty cars while parked on college property. Faculty members who are ticketed for traffic violations shall have full right of appeal through the established exceptions and appeals procedures.

## ARTICLE XV

### EVALUATION PROCEDURES

A. Informal evaluation of all tenured faculty. (Except as referenced in paragraph B below.)

1. Tenured faculty members will submit an Annual Report no later than May 15 of each year. It should be approximately two single-spaced typewritten pages with supporting documents and shall encompass the following areas:
  - a. professional responsibilities (as defined in Article XXV, par. D 1-5.)
  - b. professional growth and contributions to the College
  - c. contributions and service to the community.
2. A statement of anticipated divisional programs/plans and a schedule of individual non-teaching responsibilities for the upcoming year will be developed by the faculty member in conjunction with the division chairperson no later than February 1.

B. Formal evaluation shall be required of all non-tenured faculty, tenured faculty seeking promotion and those who receive less than a "satisfactory" informal evaluation the previous year.

C. Formal Evaluation Schedule for First Year Faculty:

1. Establish objectives (current year) September 30
2. Follow up meeting to review progress November 15
3. Submission of material to Division Chairperson January 15
4. Chairperson responds January 30
5. New objectives established for next academic year January 30 \*
6. Renewal/non-renewal notification March 15
7. At least two classroom observations during the academic year

\* Procedures to be followed after this date by first year faculty will be the same as that for other faculty.

D. Formal Evaluation Schedule for Other Faculty:

- |  |                      |
|--|----------------------|
| 1. Objectives agreed upon (for following year)             | <u>January 30</u>    |
| 2. Modification of objectives<br>only if necessary         | <u>June 15</u>       |
| 3. Major modifications, if required,<br>to be completed by | <u>September 30</u>  |
| 4. Faculty submits reports and<br>materials                | <u>November 15</u>   |
| 5. Response by Division Chairperson                        | <u>December 15</u>   |
| 6. Contract non-renewal notification                       | <u>February 15 *</u> |

\* This applies to all contract renewals except for the 6th contract.

That date shall be January 3 of the 5th year (ref. Article V).

ARTICLE XVI  
PROMOTION PROCEDURES

PHASE ONE.

- A. All personnel holding academic rank will be automatically considered for advancement to the next higher rank by February 1, when evaluations for the past year have been completed and when division programs and non-teaching schedules have been established for the forthcoming year.
- B. The review for possible promotion, initiated by February 1, shall be the first step in a process which will take a minimum of one year, and it shall be the responsibility of the immediate supervisor to decide whether consideration initially given to a candidate for promotion warrants further consideration.

PHASE TWO

- C. If the immediate supervisor supports the request for promotion, it shall be forwarded to the Dean of Academic Affairs by February 15, as a preliminary notification for additional review. The Dean may accept or reject the request. If the Dean of Academic Affairs approves the request, he/she will in turn forward the request to the Vice-President and Dean of the College and to the President for consideration. If rejected by either, the Vice-President and Dean of the College must notify the Dean of Academic Affairs, who in turn, notifies the recommending supervisor by March 15.
- D. Final recommendations by Division Chairpersons are made to the Dean of Academic Affairs by March 1 of the following year, and if accepted, must be forwarded to the Vice-President and Dean of the College by April 1. If accepted by the Vice-President and Dean of the College,

the recommendation for promotion must be forwarded to the President by April 15. If rejected by the President, the Vice-President and Dean of the College must notify the Dean of Academic Affairs by May 1. The Dean in turn notifies the recommending supervisor by May 15. Announcements of promotions in academic rank will be made by the President following the June Meeting of the Board of Trustees.

- E. Faculty will be considered for promotion in June 1980. Some procedures for promotion on June 1, 1980 such as setting objectives and submitting of certain materials should have taken place under the dates of the new agreement before the agreement became effective. These activities will be accomplished as soon as possible after the new contract becomes effective, if they have not been accomplished under the old agreement.

F.

1. The following increments will be granted upon promotion in academic rank for the contract period indicated:
  - a. Instructor to Asst. Professor \$400
  - b. Asst. Professor to Assoc. Professor \$500
  - c. Assoc. Professor to Professor \$600
2. When a promotion in rank is granted, the new academic year salary will be computed by adding any contracted increase and the promotional increase in that order.

ARTICLE XVII  
PROFESSIONAL IMPROVEMENT

Unit members on the full time staff may receive refund of graduate course tuition. During the 1979-80 fiscal year, \$10,000 will be set aside for tuition reimbursement. Additional monies for succeeding years will be subject to future negotiations.

- A. Course(s) must be part of an accredited graduate or terminal degree program or selected graduate level course(s) relevant to the faculty member's current teaching assignment.
- B. The determination of relevancy will be made by the division chairperson. A conference will be scheduled by the faculty member with his/her division chairperson prior to enrollment in any course. At that conference, the faculty member will present, in writing, the course choices he/she wishes to select. The division chairperson will approve, disapprove or modify these course selections. Only courses which have the Division Chairperson's prior written approval will receive subsequent reimbursement.
- C. Undergraduate level courses, when required as pre-requisites or are part of a graduate or terminal level program, shall also qualify under the same conditions as specified in par. B above.
- D. Once an approval is made at the division level, copies of all documents must be filed immediately with the Office of the Vice President and Dean of the College. Concurrence by the VPDC is required before funds for tuition reimbursement may be officially committed by the college.
- E. Refunds for tuition reimbursement will not exceed \$420 per fiscal year for any individual except as provided in paragraph H. Upon successful completion (a passing grade), the unit member must apply for his/her refund by submitting proof of payment and a

grade transcript. Application to receive tuition reimbursement must be submitted no later than thirty (30) days after completion of the semester during which the course was taken. If for some reason the grades are held up beyond the thirty (30) day limit, an extension may be granted.

- F. Mentoring, dissertation advisement and related course fees required of personnel completing doctoral programs will be eligible for refund under the same qualifications and restrictions as for course work described herein, but refunds may not exceed \$420 for the total period of time spent on doctoral thesis or dissertation activities. Reimbursable fees are those billed by the university to the student for the aforementioned services.

- G. Procedure for Tuition Reimbursement

Applications for tuition reimbursement for the fall semester will first be considered on July 1. All requests submitted will be considered. If funds allow, amounts for the actual expense incurred by each person up to \$420 will be reserved for the fall semester. If funds (10,000) do not cover all requests for \$420, the available funds will be divided proportionately among all applicants based upon actual expenditures.

Applications for the fall semester received after July 1 and before September 15 will be considered in the order received an, the awards will be made on a first-come, first-served basis.

Applications for the winter semester will first be considered on January 3.

If the funds allow, amounts for the actual expenses up to an annual total of \$420 will be reserved for the winter semester, following the guidelines used for the fall semester. The cut off date for winter semester applications will be January 31.

EXAMPLE: \$620 balance in funds on July 2.

X requests tuition reimbursement of \$420 on July 2 and

Y requests reimbursement of \$350 on July 3.

X would receive \$420 and Y would receive \$200.

Z applies on July 5 and requests tuition reimbursement of

\$300. Z would receive no reimbursement since the fund has

been exhausted.

- H. Each faculty member who has not been fully reimbursed for all expenses (that is, for any expenses above \$420) will be entitled to a portion of any monies not expended after the winter semester.

The procedure will be as follows:

The balance of the unexpended funds will be divided proportionally among those faculty who have already received the \$420 and have additional tuition expenses as defined above. No faculty member may receive more than the total amount actually spent and billed as outlined in paragraphs E & F.

- I. Any funds remaining at the end of FY 80 would be carried forward to FY 81.

ARTICLE XVIII  
INSTRUCTIONAL LOAD FORMULA

- A. There will be no changes in the existing formula for one year July 1, 1979 to June 30, 1980. A joint committee will be established by the parties to make recommendations to the bargaining teams. The Joint Committee will commence deliberations in September, 1979; and a report will be issued by March 1, 1980.
- B. Based on the formula detailed in Appendix A, the normal teaching load of a faculty member under a 10-month contract during the 1979-80 contract period will be expressed in terms of 90 points. Performance of this obligation will be discharged within the contract period specified on the individual contract. Any alternatives will comply with those specified herein.
- C. Due to potential variables in point load from semester to semester within the contract period, a faculty member shall have met his contract requirement when credited with 87-90 points and no variance in salary payment shall be made under these conditions.
- D. Points are accumulated on the basis of values determined to apply to each of four factors: Preparation, Contact, Student Evaluation, plus Special Assignments, if applicable.
- E. Faculty Load Summaries will become a part of the faculty member's Division Chairperson's file and will be submitted to such departments of the College as shall be necessary to establish and validate adequate payroll records.
- F. In the event of a conflict of interpretation of load value between a faculty member and his/her Division Chairperson, each shall request a faculty member and a Division Chairperson, respectively, from another division to review the load calculation in dispute and to

decide on the correct interpretation.

- G. It is not the intent of this formula to increase a faculty member's load above that of his/her 1970-71 contract year.

H. Work Assignments

1. Work assignments other than at the Pemberton Campus shall be made by the College in order that a unit member be able to make base load.
2. Such work assignments, where not needed to make base load, will be decided by mutual agreement of the faculty member and the Division Chairperson.

I. Overload and Underload

1. Normal load for a 14-week semester is defined as 36 points while normal load for a 7-week term when part of a regular 10-month contract is defined as 18 points.
2. Overload may be earned by any of the following methods:
  - a. Accumulation during the Fall Semester of more than 36 points.
  - b. Accumulation during the Fall and Winter Semesters of more than 72 points.
  - c. Accumulation during the Fall, Winter and Spring or Summer, Fall and Winter Semesters of more than 90 points.
3. Overload points are accumulated by application of the Load Formula as outlined in Appendix A of this Agreement.
  - a. Accumulation of total load shall begin with a base representing all points applicable to non-teaching activities.
  - b. To this base shall be added, in a sequence to be determined by the faculty member, the individual course point values as determined by use of the Instructional Load Analysis form.
  - c. If the total points thus accumulated exceeds the semester or term basic point requirements as referenced in Par. 1., the

faculty member shall be entitled to be paid for such excess points at the greater of the following:

- (1) Total points over 36 (or 18) multiplied by .67 with the product multiplied by the faculty member's applicable rank as determined in Par. 4. herein, or
- (2) Course rate applicable to Senior Adjunct Faculty Member of equal faculty rank for full course loads above 36 (or 18) or a proportionate amount where excess does not equate to full course value.

4. Overload shall be paid at the greater of the following rank rates per point earned during the contract year indicated:

FY 80

- a. Instructor - 10-month salary ÷ 103 or \$180
- b. Asst. Prof. - 10-month salary ÷ 103 or \$198
- c. Assoc. Prof. - 10-month salary ÷ 103 or \$215
- d. Professor - 10-month salary ÷ 103 or \$232

5. Payment of one-half of the earned overload shall be made on the regular payroll date after submission of mid-semester grades and the balance shall be paid on the regular payroll date following submission of final grades.

6. To prevent underload, the College shall provide the faculty member with sufficient work so that she/he will earn not less than 35 points in each of the Fall and Winter Semesters and 17 points in the Spring or Summer Terms as provided in individual contracts. To prevent underload, the College shall provide each counselor with sufficient work to constitute a basic load.

7. All calculations and provisions of this section and its paragraphs shall become effective with the Summer Term of the 1979-80 academic

year.

J. Contract Alternatives

1. Faculty members may discharge their total contractual responsibilities by earning not less than 87 or more than 90 points during any full scheduled semester or terms of his/her individual contract.
2. Applications by unit members working to complete contract requirements in fewer than ten months as provided in Par. J.1. must be received by the Division Chairperson and the Dean not less than 30 days prior to the start of the first semester or term of the contract period. Response to such applications will be transmitted to the unit member, in writing, within 15 days of receipt by the division chairperson.
3. The number of faculty members approved for such an alternative shall not exceed twenty-five percent (25%) of the total contracted faculty as of the beginning of the academic year and such arrangements shall be considered in the order in which applications are received.
4. Faculty approved for this method of contract performance will be paid on the same schedule as all 10-month contract personnel, even though their actual performance term may be reduced by the terms and conditions of this alternative.
5. If a faculty member chooses and is approved for the alternate and accelerated method of meeting his contract performance requirements, the Board shall be under no obligation to provide additional employment during that term (Spring or Summer) which, as a result of such acceleration, leaves the teacher free to pursue his originally stated objectives.

K. Summer or Spring Term Load under Supplemental Contracts

1. When the Summer or Spring Term is not part of a unit member's regular 10-month contract and where such instructor is offered and accepts a Summer or Spring Term assignment, the load for such assignment shall be calculated under the same formula as provided herein, but cumulative points shall be revalued to 75% of their total.
2. The faculty member may choose, as most beneficial alternate, to be paid at the applicable Senior Adjunct Faculty Member rate multiplied by the total semester credit hours course load (plus any excess contact hours) of his supplemental contract.
3. Total number of load formula points per course for Spring and Summer teaching shall be at the same rate as if the course were being taught during the 14-week Fall or Winter Semester. In the event fewer tests are being given during the Spring or Summer Terms, the point values for evaluation will be determined on a pro rata basis.
4. Payments for supplemental Spring or Summer Term contracts shall be on the basis of calculated load points times dollar value as determined by the process described in Paragraph I.4. of this ARTICLE and paid according to the schedule as defined herein.
5. Payment of contract amounts due under these provisions shall be in accordance with the payroll calendar in effect for all personnel of the College. See Appendix D.

L. Grievability

1. For the purpose of these evaluations, no determination reached hereunder shall be grievable.

## ARTICLE XIX

### ASSIGNMENT OF OVERLOAD COURSES

When the number of faculty in a division exceeds the number of courses available, and the assignment of such courses will constitute work in excess of base workload; then, these assignments will be made by the division as follows:

- A. Overload assignments within the regularly scheduled college work-week shall be offered to qualified full-time faculty before any such offerings are made to other staff or non-full-time employees.
- B. Such teaching assignment will be restricted to the division or department to which the faculty member is normally assigned unless a chairperson of another division requests otherwise and has common agreement with the faculty member's division or department head.
- C. The course will be offered on a priority basis to faculty based upon:
  1. experience in teaching the course\*
  2. seniority
  3. academic preparation
  4. academic rankIn the event 1, 2, 3, 4 are equal, then, the contenders will draw lots to determine which one receives the assignment.
- D. The college is under no obligation to offer overload course assignments if such assignments will result in an individual load in excess of fifty-two (52) points.
- E. Authority for approval of loads in excess of fifty-two (52) points rests with the Dean of Academic Affairs or his/her designee.
- F. Final load forms will be approved by the chairperson no later than the fifteenth day of class.

- G. Such approval by the chairperson will determine the amount of money to be paid in excess of base salary.
- H. No unit member shall be permitted to accumulate a load in excess of forty-four (44) points until all qualified full-time faculty in his/her subject field desiring overload teaching have at least been offered one course overload.

\*Experience in teaching the course will be determined by the number of semesters and terms the unit member has taught at least one section of the course. Semesters include the fourteen (14) weeks scheduled in fall and winter while terms include spring, summer and other authorized special semesters and terms not concurrent with regular semesters and terms.

## ARTICLE XX

### SUPPLEMENTAL TERM ASSIGNMENTS (Spring or Summer, as defined by Individual Employment Contracts)

- A. Most faculty members are not under contract during the Summer Term unless their yearly contract configuration so stipulates. Therefore, the College will contract separately with faculty for work to be performed during the Summer or in some cases the Spring Term.
- B. The availability of summer assignments will be made known when the summer schedule is finalized. Specific and final assignments will be made based upon course enrollments.
- C. Available courses will be assigned based upon:
  1. experience in teaching the course\*
  2. seniority
  3. academic preparation
  4. academic rank
- D. The College is under no further obligation to assign summer courses to unit members who receive two course assignments.
- E. No unit member shall be permitted to teach more than one (1) course during a supplemental term unless all qualified full-time unit members in his/her subject field desiring supplemental teaching have been offered at least one course during that term.
- F. Supplemental term assignments shall be offered to qualified full-time faculty before any such offerings are made to other staff or non-full-time employees.

\* As previously defined in Article XIX.

G. Such teaching assignment will be restricted to the division or department to which the faculty member is normally assigned unless a chairperson of another division requests otherwise and has common agreement with the faculty member's division or department head.

H. Other Supplemental Employment

1. Supplementary employment contracts covering periods other than that provided in the 10-month contract referred to in Paragraph A, may be offered to unit members at any time that anticipated need is identified. Compensation for such supplementary employment contracts shall be on an actual worked day rate to be calculated on the basis of the regular 10-month contract salary applicable to the period during which the work is performed. Daily rates are determined by dividing the 10-month contract salary by 182.
2. Unit members shall have the right to accept or reject such offers of supplementary contracts provided that such decision must be made and communicated to the applicable supervisor no later than one week after such contract is offered.

## ARTICLE XXI

### ATTENDANCE AT COLLEGE FUNCTIONS

- A. Unit Members shall not be required to attend more than one function each semester (Fall and Winter) and one during the Spring term designated official by the President or his representative. Notification by the President or his designee shall be made at least seventy-two (72) hours in advance of the function. In the event an emergency situation arises, affecting the welfare of the College, the President shall have the right to convene a meeting of unit members with forty-eight (48) hours notice.
- B. Excluded from paragraph A above, are normal academic responsibilities such as divisional and committee meetings.
- C. Unit members attending functions at which academic attire is required, shall have such attire provided for by the College at no cost to the individual.
- D. Every member of the unit is required to attend Commencement. Exceptions may be granted with the prior approval of the President.
- E. Faculty members on 10-month contracts shall not be required to participate in meetings, committee work, etc., during periods not covered by their contracts. Any faculty member who does participate in any of the above mentioned activities at the College's request shall be compensated at a daily rate according to his/her work and salary. Nothing herein shall preclude a faculty member from voluntary participation in such activities.

ARTICLE XXII  
INSTRUCTIONAL WORKWEEK

- A. The official college day and week is 8:00 a.m. to 10:30 p.m., Monday through Friday. Full time unit members may receive assignments during this period. All evening assignments after 4:30 p.m. will be made with the prior consultation of the unit member. The College will make work-load assignments after 4:30 p.m. with due regard to the individual's preference and seniority.
- B. A reasonable effort will be made to assign work schedules in accordance with the following: (Exceptions to Paragraphs B & C may be made by mutual agreement of the parties.)
  - 1. the normal individual work day falls within an eight hour period
  - 2. there will be not more than (4) hours between the end of one class and the beginning of the next class
  - 3. where the instructor's schedule includes classes both before noon and after noon, at least one hour between 11:30 a.m. and 2:30 p.m. shall be unassigned unless there is mutual agreement to the contrary
  - 4. no instructor shall teach more than three (3) consecutive courses
  - 5. the individual schedule shall not include more than two (2) evenings per week unless the assignment of additional evening classes is needed in order for the unit member to make base load.
- C. When an evening assignment is made part of the faculty member's teaching schedule, there must be at least eleven (11) hours between the end of that class and the beginning of the first class the next day.
- D. Learning resource personnel with teaching responsibilities may have the number of hours in their normal workweek reduced by their chairperson based upon the proportion of time devoted to teaching.
- E. Personnel scheduled to work 37½ hours per week shall, upon prior approval of the appropriate supervisor to work overtime, be compensated

for hours in excess of 37½. Such compensation shall be a straight hourly rate for hours under 40 and at one and one-half hourly rate for hours in excess of 40.

## ARTICLE XXIII

### OFFICE HOURS

- A. Each faculty member should schedule no fewer than five (5) hours per week when s/he will be available for consultation with students. Such hours shall be in addition to his/her scheduled classes and may not conflict with any college-wide functions at which s/his attendance is required.
- B. Not later than fifteen (15) days after the beginning of the Fall and Winter Semesters, and not later than eight (8) days after the beginning of the Spring and Summer Terms, a schedule of these hours will be posted on the faculty member's door and furnished to the clerical staff in s/his office area and to s/his Division Chairperson.

ARTICLE XXIV  
ACADEMIC FREEDOM

The Board recognizes that academic freedom is essential to the free search for truth and its exposition.

The parties agree to the following provisions relating to academic freedom:

- A. A faculty member is a citizen and a member of a learned profession.

When he/she speaks, writes, or acts as a citizen, the faculty member is free from College censorship and discipline, but has the obligation when so engaged to indicate that he/she is not a College representative, unless so authorized, because the public may judge his/her profession and the College by expressed words and actions.

- B. A faculty member is free to engage in research and publication, as long as these activities do not interfere with his/her responsibilities to the College.

- C. A faculty member is free when in the classroom to discuss controversial issues relating to his/her area of academic specialization, but is obligated to be aware of his/her potential influence on the opinions and values of his/her responsibility for achievement of the course objectives.

- D. Indemnification against civil liability will be in accordance with 18A:60-4. NJSA

## ARTICLE XXV

### SALARIES

- A. All unit members will have their 1979-80 base salaries increased by 6% of their 1978-79 base salaries.
- B. All maximums will be increased by 6%. Maximums for 1979-80 contract year will be:

Instructor  
\$17,444

Associate Professor  
\$24,297

Assistant Professor  
\$20,559

Full Professor  
\$28,035

No unit member shall exceed the maximums established in each rank.

- C. The increases listed in paragraph A above shall apply to all members of the unit whether they are employed under a ten (10) or twelve (12) month contract.
- D. All salary increases shall be upon the recommendation of the President based upon satisfactory evaluation including evidence of professional commitment to the instructional systems approach which is defined as the application of a systematic instructional model to the development, implementation and evaluation of each course. The basic system requires that each teacher:
  1. Specify instructional objectives in terms of learning outcomes (student performance).
  2. Develop definite strategies leading to the achievement of these outcomes.
  3. Evaluate student performance by methods that will determine the extent to which the outcomes have been met.
  4. Utilize evaluation results and other appropriate feedback data to modify for improvement to the first three elements.

5. Where appropriate and mutually agreed upon by faculty member and Division Chairperson, concurrent alternate instructional strategies will be developed to provide students some choice in learning pathways leading to achievement in order to individualize learning experiences to meet the needs of a heterogeneous student population.

E. Sponsorship of all student clubs, organizations, athletics and activities shall be on a voluntary basis and optional with faculty members. Faculty members who are employed with the understanding that they will be responsible for coaching or sponsoring the activities listed below or who, subsequent to employment, agree to assume such responsibilities shall be compensated as follows:

|                   |               |                      |
|-------------------|---------------|----------------------|
| 1. Basketball     | \$1500 - 3000 | Head Coach           |
| 2. Baseball       | 1500 - 3000   | Head Coach           |
| 3. Soccer         | 1500 - 3000   | Head Coach           |
| 4. Wrestling      | 1500 - 3000   | Head Coach           |
| 5. Cross Country  | 1000 - 2000   | Head Coach           |
| 6. Tennis         | 1000 - 2000   | Head Coach           |
| 7. Golf           | 1000 - 2000   | Head Coach           |
| 8. Field Hockey   | 1500 - 3000   | Head Coach           |
| 9. Newspaper      | 1000 - 2000   | Sponsor-per semester |
| 10. Cheerleading  | 1000 - 2000   | Head Coach           |
| 11. Theatre       | 1500 - 3000   | Sponsor              |
| 12. Trainer       | 1500 - 3000   |                      |
| 13. Fencing       | 1000 - 2000   | Head Coach           |
| 14. Swimming      | 1500 - 3000   | Head Coach           |
| 15. Literary Mag. | 400           | Sponsor              |
| 16. Table Tennis  | 250           | Sponsor              |
| 17. Softball      | 1500 - 3000   | Head Coach           |

- F. At the commencement of a sixth coaching contract, a coach who has completed five (5) years of coaching at the College will receive a ten (10%) increase on coaching base. This will continue to be in effect in multiples of five years of service. (11th year, 16th year, etc.)
- G. Coaches who are continuing their services from 1978-79 to 1979-80 will have their salary increased by 6%.
- H. With the approval of the VPASA, the Chairperson of the Division of Health, Physical Education and Athletics, and the appropriate Head Coach, Assistant Coaches when appointed, shall be compensated at rates not exceeding 50% of those paid the Head Coach as mutually agreed upon between the Assistant Coach and the Chairperson of the Division of Health, Physical Education and Athletics.
- I. The payment of all salaries will be in conjunction with normal college procedures and on regularly scheduled pay dates.

## ARTICLE XXVI

### HEALTH BENEFITS

#### A. Health Care Insurance

Under the conditions and regulations stipulated by the New Jersey State Division of Pensions, employees are eligible for enrollment in the Traditional State Health Benefits Program. Under the conditions and regulations stipulated by the New Jersey State Division of Pensions, employees who reside in a locale serviced by a State of New Jersey Division of Pensions approved Health Maintenance Organization (HMO) have the option of enrolling in the appropriate HMO.

##### 1. Traditional State Health Benefit Program

###### a. Program components

- 1) Blue Cross/Blue Shield/Rider J (Extended Basic Out-patient Benefits)
- 2) Major Medical Insurance with Prudential Insurance Company.

###### b. Cost

- 1) No cost to employee
- 2) College pays the entire cost of the premium for the coverage code (e.g. employee only, family) for which the employee is eligible and enrolls.

##### 2. Health Maintenance Organization and Supplemental Benefits Program

- a. HMO Medical Services Center(s) and affiliated hospitals provide services.

- b. Cost

In accordance with the appropriate state statutes, the College pays the same amount toward the cost of the premium of the alternative HMO and Supplemental Benefits Program as it does

to the Traditional plan for the same coverage code (e.g. employee only, family). Any additional costs for the HMO and Supplemental Benefits Program will be paid by the employee through payroll deductions.

- B. Health insurance coverage as described above, shall be provided to all personnel on 10-month contracts beginning September 1st of the initial contract year provided all contract requirements have been met and employee begins work at the beginning of the contract period. If total contract requirements are completed by employment to June 30th, the coverage will continue during July and August at no cost to the employee.
- C. Personnel on twelve-month contracts, or who do not meet the specifications of paragraph A and B above shall receive health insurance coverage in accordance with regulations of the New Jersey Division of Pensions.

## ARTICLE XXVII

### LEAVES

#### A. Leaves and Absences

##### 1. General Provisions

- a. All leaves, with or without pay, are subject to approval of the Board.
- b. All applications for leave must be in writing to the Division Chairperson with copies to the VPASA and the President, and submitted sufficiently in advance of the desired effective date to provide for approval processing. Exceptions to the provision may be made in case of illness, family death, or national, state or local emergencies. Application must fully explain purpose and duration of leave and include appropriate substantiation.
- c. Employee must present pre-employment physical fitness certificate before returning from leaves which involved travel outside the continental United States.
- d. Requests for long-term leave for education, experimental or enrichment purposes must clearly demonstrate common benefit to the College and the individual.

#### B. Sick Leave

##### 1. Background

The faculty sick leave pool has existed since the first Collective Agreement between the Board and the Association in 1971. During the early part of Calendar 1979, the Board questioned the legality of keeping the pool in the contract. This inquiry was made because of several recent court and PERC decisions. The Association and the Board are both agreeable to negotiating the substitution for the pool on an individual basis in order to conform to existing statutes.

## 2. Steps Toward Modification

Credit each faculty member with the number of individual sick leave days that have accrued as of June 30, 1979. Each unit member shall be entitled to ten (10) days sick leave time for the period July 1, 1979 to June 30, 1980 and ten (10) days sick leave time for the period July 1, 1980 to June 30, 1981. All unit members shall enjoy sick leave benefits in accordance with the applicable statutes. (18A:30-2, 30-3, 30-6, and 30-7)

Example A - 8 years at BCC (no sick days)  $8 \times 10 = \underline{80 \text{ days balance.}}$

Example B - 7 years at BCC (12 sick days)  $7 \times 10 = 70$   
 $70 - 12 = \underline{58 \text{ days balance.}}$

Example C - 5 years at BCC (55 sick days)  $5 \times 10 = 50$   
 $50 - 55 = \underline{0 \text{ balance.}}$

There will be no minus situations.

## 3. In the case of an extended illness, where the faculty member exhausts their individual days, then the following procedure should go into effect:

At the Board meeting, prior to the time when the individual's sick leave will expire, a faculty member may request additional days from the Board. An examination of each case will be made by the Board. Recommendations will be sought from appropriate staff. After careful examination of the request, the Board will exercise prudent judgement and good faith in voting approval of the additional days.

## C. Personal Leave

### 1. Leave with pay, not to exceed three (3) days per fiscal year, may be

granted for personal needs which cannot be satisfied outside of normal working hours. Upon five (5) day's notice, in writing, such leave shall be granted by the Division Chairperson.

D. Bereavement Leave

1. Instructional personnel shall be entitled to three (3) days leave with pay upon the death of a member of his immediate family. Immediate family is interpreted as spouse, children, sibling, parents, grandparents, foster parents, step-parents, step-children, parent or grandparent of spouse.
2. Bereavement leave for other relatives is limited to one (1) day with pay.
3. Upon request, additional days may be granted by the President without loss of pay.

E. Jury Duty or Legal Leave

1. Full-time instructional personnel, who are summoned and report for jury duty or are subpoenaed and report as a witness in any judicial hearing shall be granted leave of absence upon presentation of venue order or subpoena.

College will pay the difference between jury duty allowance or witness fees and regular salary for required period of absence.

F. Military Leave

1. Military Leave without pay shall be granted to any faculty member who shall be inducted or enlist for one (1) enlistment period in any branch of the Armed Forces of the United States.
2. Leave shall be granted without pay to enable a faculty member to fulfill Reserve or National Guard commitments.
3. All reemployment rights provided by existing or enacted legislation shall accrue to such faculty member.

G. Short Term Leave (Less than one academic year)

1. Applications for leaves without pay of less than one year's duration may be submitted to the Division Chairperson in accordance with the general provisions of Section A of this Article after completion of not less than six months service.
2. The leave when granted, shall not exceed the time specified in the authorization and upon return, the staff member shall be placed at the same salary which was in effect at the beginning of such leave, unless a new individual contract has been offered and accepted during the period of absence.

H. Long Term Leave (one academic year or longer)

1. Instructional staff members are eligible for leave of absence without pay after one (1) academic year of service to the College. Long term leave is defined as a period of one year or longer.
2. Application for such leave shall be made in writing and addressed to the Division Chairperson, with copies to the President and the VPDC no later than March 15 preceding the beginning of the contract period for which the leave is desired. The application must be accompanied by a statement of the reason for the leave of absence.
3. The application for a leave of absence will be considered on its individual merit as well as its potential effect on the College and the determination of whether or not the request shall be granted rests solely on the discretion of the President. A request for a leave of absence shall be answered by the President within thirty (30) days.
4. A leave of absence, when granted, shall not exceed the time specified in the authorization. Such leaves of absence may be extended at the discretion of the President, but written authorization is required in such cases.
5. Upon return from such approved leave of absence, the staff member shall

be placed at the position on the salary schedule held at the time the leave of absence began. In the case of having been approved for a new contract, prior to the beginning of such leave, he shall return at the rank and salary specified in such contract offer. Accrual of such leave or other benefits or continuity of service credit shall not occur unless specifically provided in a leave agreement. Exceptions may be made by the President in the case of faculty members who qualify for higher rank and/or salary by virtue of the special nature of the activity performed while on leave.

#### I. Exchange Teaching Leave

1. A paid leave of absence for one (1) academic year may be granted to a faculty member upon approval of the Board for the purpose of participating in an exchange teaching program in other states, territories or countries or a cultural program related to s/his academic discipline when such program includes the provision of an acceptable teacher to replace the one on exchange leave. All regular benefits and accrual of service credit shall continue in effect during the period of absence. Upon return from leave, the instructor shall be placed in the same salary which he would have attained had the leave not been taken.
2. All other provisions of the long-term leave of absence procedures contained in Par. H of the ARTICLE shall apply equally and universally to an exchange teaching leave.

#### J. Extension of Leave

Upon application, the Board may authorize an extension to an instructor's existing leave. Application for this extension should be made in writing, to the Board with copies to the Division Chairperson and VPASA, sixty (60) days prior to the termination of the existing leave.

K. Vacation Leave-12 month Faculty

1. General Information

- a) Scheduling of vacation leave shall be determined by mutual agreement of the employee and his/her supervisor.
- b) Vacation leave with pay can not be taken before it is accrued.
- c) An employee accrues vacation leave time on his/her monthly anniversary date with the college (e.g. if an employee begins employment on July 15, he/she accrues 1.83 vacation days August 15).

2. Accrual

All Faculty employed on a full-time, 12 month basis shall accrue vacation leave with pay at the rate of 1.83 workdays per month.

3. While on leave for injury in line-of-duty, an employee may accrue vacation.
4. In the event of employee termination, the employee shall be paid for any unused accrued vacation time up to and including the date of termination not to exceed a maximum of twenty (20) days. Termination date is defined as the last day an employee actually works at the College (e.g. the employee can not take the last day as a vacation day, personal day, etc.).
5. No advance issuance of checks will be permitted for those taking vacation leave; however, arrangements may be made to have checks mailed to them.

L. Holidays - 12 month Personnel

1. A maximum of thirteen (13) holidays may be granted as days off with full pay at the discretion of the President.
2. In the event any employee is required to work on a holiday or on the day it is observed, a compensatory day off will be designated.

3. If one of the recognized holidays occurs during the employee's vacation period, he shall receive an added day of vacation, except if such holiday falls on a Saturday or Sunday, and the observance of this holiday is not transferred to the following Monday.

M. Maternity Leave

The Board will comply with the applicable Federal and State Laws and Regulations relating to the maternity leaves as interpreted by the courts and administrative agencies having appropriate jurisdiction.

## ARTICLE XXVIII

### SABBATICAL LEAVE

#### A. DEFINITION

The sabbatical leave at Burlington County College is defined as a period of freedom from teaching (or from equivalent duties) for the purpose of enhancing the professional development of staff represented in this collective agreement. Such activities may include formal study, research, writing and, when required by the nature of the activity, travel.

The applicant for sabbatical leave will indicate the applicant's proposed activities, how these activities will benefit the individual and, in the applicant's opinion, how these activities will benefit the College.

The Sabbatical Leave Committee will review and evaluate all applications and forward its recommendations in rank order to the President. A candidate for sabbatical leave shall have served in some bargaining unit position, or combination of bargaining unit and administrative position (with rank) seven years of full time, active, paid employment at Burlington County College. All decisions relating to sabbatical leaves are subject to the availability of funds and provisions contained in this agreement. During the 1979-80 Fiscal Year, four sabbatical leaves will be granted upon recommendation of the Sabbatical Committee. This matter will be renegotiated for the 1980-81 contract year.

#### B. CONDITIONS

| <u>1. Length of Sabbatical</u>       | <u>Compensation</u>    |
|--------------------------------------|------------------------|
| Fall Semester Only                   | Full Salary Rate       |
| Winter Semester Only                 | Full Salary Rate       |
| Winter Semester & Spring Term        | Two-thirds Salary Rate |
| Fall & Winter Semester & Spring Term | .51 Salary Rate        |

2. Acceptance of a sabbatical leave obligates the recipient to return to service of the College for at least one year following the leave. Failure to return for one year of service obligates the recipient to refund to the College all salary paid under the terms of the sabbatical.
3. Accrual of service credits shall continue in effect during the period of absence. Continuation of benefits shall be in accordance with applicable division of pension regulations. Upon return from leave, the unit member will be placed, wherever practical, in the same or a similar situation which she/he held at the commencement of the leave period. Salary and benefits will be at the rate determined and placed in the Sabbatical Leave Agreement. (Appendix B).
4. The recipient may accept a grant, stipend, fellowship or similar monies usually associated with graduate or post-graduate studies. The receipt of such money will be reported by the unit member as part of the final sabbatical leave report. Employment during the sabbatical leave period for the sole purpose of increased income is incompatible with the purpose of the program and not permitted under the terms of this leave agreement.

C. SELECTION

1. A Sabbatical Leave Committee shall be established in order to make recommendation to the President. The Committee shall consist of:

The Vice President for Academic and Student Affairs

Two Division Chairpersons

Three Faculty appointed by the Association

One Faculty appointed by the President.

2. The Board will make its final decision no later than March 31 of the prior year.

D. APPLICATION

Application for sabbatical leave shall be made in writing to the division chairperson with copies to the Vice President and Dean of the College, and to the President so as to be received by the President no later than February 1 of the year preceding the year in which the leave is to occur.

Formal application will include the completed sabbatical leave agreement and a letter of transmittal.

E. MISCELLANEOUS

1. No more than 7% of the faculty may be on sabbatical leave at any one time, and no more than two people from any division larger than ten faculty, or no more than one person in any smaller division, may be on sabbatical at any one time.
2. No one is eligible for a second sabbatical until at least five consecutive years following the conclusion of the first leave and until all eligible and qualified faculty have had an opportunity to apply for a first leave.

## ARTICLE XXIX

### BASIC STUDIES PROGRAM

- A. Due to the highly experimental nature of the nascent Basic Studies Program, a faculty member whose primary assignment has been in an academic division other than Basic Studies will receive a temporary appointment to the Basic Studies Division (BSD) for the Fall and Winter semesters of FY 78-79. By March 1, 1980, a decision will be made as to whether the faculty member will be permanently appointed to BSD or whether she/he will return to the home division or whether some form of joint appointment will be made. Specific contract language will be written by May 1, 1980 covering this situation.
  1. The evaluation of the faculty member and recommendations concerning promotion, tenure and reappointment to the home division will be the joint responsibility of the home division chairperson and the chairperson of BSD.
  2. Because of the additional demands associated with team teaching in BSD, a faculty member's BSD appointment is in the nature of a special, voluntary contribution to the institution and its students. Therefore, such BSD appointments will be counted as service to the college in promotion and tenure decisions and time spent in a BSD appointment will be included in the computation of any home division course and/or departmental seniority lists that are a part of reduction in force procedures.
- B. Full-time BSD Faculty are 10 or 12-month full-time faculty who are not members of any academic division other than BSD. Due to the highly experimental nature of the nascent Basic Studies Program and the extraordinary needs of BSD students, specific contract language covering these faculty will be written by June 30, 1980.

ARTICLE XXX  
GRIEVANCE PROCEDURE

A. PURPOSE

A grievance procedure is established to provide an orderly and sequential process whereby employees are able to grieve the interpretation, application or violation of those policies, procedures, agreements or administrative decisions which affect the terms and conditions of employment.

B. DEFINITIONS

1. College Board or Employer: Burlington County College Board of Trustees and its authorized representatives.
2. Employee: Any individual in the bargaining unit recognized in article I.
3. Complaint: An informal charge alleging a violation, misinterpretation, or misapplication of one or more terms of this agreement. A complaint may, but need not, constitute a grievance. A complaint shall be processed through the grievance procedure to step I.
4. Grievance: A formal charge alleging a violation, misinterpretation, or misapplication as defined in "A" above.
5. Immediate Supervisor: The person to whom an aggrieved employee (a grievant) is directly responsible under the table of organization prevailing at the college.
6. Association: The Burlington County College Faculty Association.
7. Working Day (s): Any day that the college is in session during the Fall, Winter, Spring or Summer Semester or Term. Excluded

are official college holidays, vacation days and weekends.

8. Grievant: Person filing a complaint or grievance.

C. EXCLUSIONS

The grievance procedure shall not apply to the following:

1. Failure or refusal of the Board to renew the contract of an employee not under tenure.
2. Instances in which an employee granted tenure has had charges brought against him pursuant to the Tenure Employees Hearing Act. (NJSA 18A:6-10 et. seq.)
3. Decisions of the President in exercising his discretion concerning a request for any leave.
4. Any matter herein expressly made non-grievable.

D. PROCEDURES -- INFORMAL -- STEP I

1. A complaint shall be presented informally within ten (10) working days of the occurrence complained of or, within ten (10) working days after its occurrence could reasonably have been expected to be known by the person filing the complaint. Failure to act in filing the complaint within the ten (10) working day period shall be deemed to constitute an abandonment of the complaint.
2. The complaint shall be filed by the employee with his/her immediate supervisor. This complaint shall be in writing.
3. After receipt of the complaint, the immediate supervisor shall convene an informal hearing within five (5) working days.

4. People present at the hearing shall be the following:
  - a. person filing the complaint (grievant)
  - b. Association representatives (President &/or Chief Negotiator)
  - c. immediate supervisor
  - d. college representative (Chief Negotiator, Board of Trustees)
5. The purpose of this hearing is to settle the complaint in an informal manner between the parties.
6. The immediate supervisor has up to five (5) working days to respond to the complaint after the close of the informal hearing. The decision may be rendered immediately upon the close of the hearing.
7. If the person filing the complaint is dissatisfied with the decision of the immediate supervisor he/she has five (5) working days to file an appeal and begin the Formal Process. The Formal Appeal will be made to the Vice President and Dean of the College (VPDC). This appeal shall be in writing.

E. PROCEDURES -- FORMAL -- STEP II

1. Upon receipt of the grievance appeal, the VPDC shall convene a hearing within five (5) working days.
2. People present at the hearing shall be:
  - a. Person filing the grievance (grievant)
  - b. Association representatives
  - c. Immediate supervisor
  - d. Board representatives

3. After the close of the hearing, the VPDC shall render a decision within five (5) working days.
4. Upon receipt of the decision, the grievant has five (5) working days to file an appeal with the Board of Trustees.

F. THE BOARD OF TRUSTEES -- STEP III

1. The appeal will be heard at the next regularly scheduled Board Meeting provided the Board has at least five (5) working days to study the material. This means that the material must be mailed sufficiently in advance so as to reach Board members five (5) working days prior to the Meeting. If this is not possible, then the hearing will be held at the next regularly scheduled Board Meeting following the first hearing postponement. Every reasonable effort will be made by the parties to expedite the processing of a grievance. The number of days stated shall be considered as a maximum at each step.
2. At the scheduled closed hearing, both the grievant and the Board may have appropriate representatives present. The grievant shall inform the Board of his/her representatives by name at least forty-eight (48) hours prior to the hearing.
3. At the conclusion of the hearing, the Board will render a decision within ten (10) working days.
4. Upon receipt of the decision from the Board of Trustees, the grievant has ten (10) working days to file an appeal to the next step.

G. ADVISORY ARBITRATION -- STEP IV

1. The grievant may request submission of the grievance to an impartial arbitrator selected pursuant to the rules and procedures of Public Employees Relations Commission of the State of New Jersey or the American Arbitration Association. The arbitrator so selected shall be afforded access to all documents used in the prior internal steps in the grievance procedure. The arbitrator shall not have the authority to alter, change or otherwise affect the terms of this Agreement and shall address his judgement solely to the grievance presented. Neither party shall be bound by the decision of the arbitrator. The costs of the arbitrator shall be borne equally by the Association and the Board.

H. GENERAL PROVISIONS

1. The number of days indicated at each step of this grievance procedure shall be considered as maximum and reasonable efforts should be made to expedite the process. Failure to adhere to the limits set forth shall be considered an abandonment of the grievance. By mutual agreement, the parties may waive time limits at any step. Any such waiver shall be reduced to writing.
2. No consideration will be given to any document or other material to which all parties to the grievance are not afforded access with time for response.
3. A grievance may be withdrawn at any time by the aggrieved party and such withdrawal shall constitute a waiver of further action. However, if in the judgement of the Association, the grievance affects the general welfare of the faculty as a

whole, the grievance may be processed as a grievance of the Association.

4. Parties named in the grievance or faculty or administrators believed to possess information pertinent to the grievance may be invited, but not required, to present such information at any meeting provided in the steps of this procedure.
5. All grievance meetings shall be open only to participants, their authorized representatives and to persons presenting information before any meeting concerned with the processing of a grievance.
6. No reprisals shall be taken against any faculty member for initiating or participating in any grievance.
7. At each step of the grievance procedure, once it has been reduced to writing, a copy of every document concerned with such processing shall be transmitted to the Chief Negotiator of the Board of Trustees and the President of the Faculty Association for inclusion in the grievance files. A common file number shall be assigned by the parties to each grievance for purposes of control and record keeping.
8. All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of participants. Information concerning a participant's involvement in a grievance shall be considered privileged data and not subject to distribution or dissemination.
9. In the processing of a grievance, any party shall have the right to designate a representative to appear with him/her. Such representative must be identified to all parties to the grievance before any meeting in which he/she is to participate.

## ARTICLE XXXI

### PERSONNEL FILES

- A. The personnel file of any member of the faculty shall be open to him/her for review upon request. Such requests shall be submitted to the Personnel Administrator or his/her designee not less than five (5) business days before the desired inspection. When reviewing this file, the Personnel Administrator or his/her designee will be present. The VPASA or his/her designee may be present. The official personnel files shall be located in the Personnel Office. The following confidential material contained in the personnel file shall not be made available to the faculty member:
  - 1. References or other confidential information obtained from outside sources.
  - 2. Placement records which contain references.
  - 3. Transcripts restricted by the sending institution.
- B. A representative of the Association may, at the faculty member's request, accompany said person while s/he reviews his/her file.
- C. A copy of all internal correspondence, memoranda or other documents relating to the performance, competence, character, service or conduct of a faculty member (except those restricted by the provisions of Par. A) must be placed in his/her personnel file and a copy of such documents should be furnished to the faculty member who shall have the right to respond to such document and to have such response become part of his/her personnel file.
- D. At the request of a faculty member, the nonconfidential contents of his/her personnel file must be opened to him/her at any time during the processing of a grievance which has been reduced to writing.
- E. No document may be removed from a personnel file, but copies of any qualified document will be provided to the faculty member upon request.

ARTICLE XXXII  
COUNSELOR WORKLOAD

- A. There will be no changes in the formula for one year (July 1, 1979 to June 30, 1980) from the existing contract language. A joint committee will be established by the parties to make recommendations to the bargaining teams. The Committee will commence deliberations in September 1979. A report will be issued by March 1, 1980.
- B. All full-time students may receive a counselor assignment.
- C. Any unassigned student, upon completion of a counselor request form, said form to be mutually agreed upon by counseling staff and college administration, will be given a counselor assignment by the Director of Counseling. Such forms shall be in triplicate: one copy to be retained by the Director of Counseling, one copy to the student, the third copy to the assigned counselor.
- D. The opportunity to counsel students in addition to the regular semester/term assignment shall be given to College persons who have faculty rank as Student Development Specialists before offering the opportunity to other persons.
- E. A full-time counselor load will consist of 10 points per semester and 5 points for the Spring term.
- F. Counseling of full or part-time students.
  - 1. 375 students equals 5 points. This is a basic counseling load and is guaranteed at 5 points.
- G. Teaching DSD  
Counselor Teaching Load Formula  

The teaching of DSD courses shall be calculated as part of counselor teaching load by use of the following formula which includes contract, preparation and evaluation points.

1. Contact Points

The number of contact points equals .25 times the number of 50 periods the class meets for 14 weeks.

2. Preparation Points

The number of preparation points equals:

- a) The product of .25 times the number of credits offered for the course.
- b) If there are more contact periods than credits, then, add the product of .10 times the number of additional periods per week for 14 weeks.
- c) A second and subsequent section(s) of the same course in the same semester would have one-half the preparation of the first offering.

3. Evaluation

The number of evaluation points is equal to the number of students times .05.

The counselor has an option to select either the formula as stated above or the point for point basis (3 credit course = 3 points; 2 credit course = 2 points).

H. Other Professional Duties

2 points. This is a constant with no fluctuations of point values.

1. Assignment to one academic division or EOF.
2. Up to three hours per week in the Career Center.
3. Registration Day advising and counseling.
4. Pre-enrollment counseling (during Fall and Winter semester).
5. Counselor department meetings.
6. Committee assignments.
7. Other non-teaching professional requirements of faculty.

- I. The Career Planning and Transfer Counselors will have their total number of counselees reduced from 375 to 100. Therefore, the Career Planning assignment and the Transfer assignment will equal 3.67 points in the load while the basic minimum of counselees (100) will equal 1.33 points.
- J. Overload will occur when the number of points exceeds 10 in any one semester or 5 in the Spring term.
  - 1. Teaching overload will be compensated in accordance with paragraph G above.
  - 2. Counseling overload will be paid as follows:
    - a) The total number of counselees in excess of 375 will be divided by 75 and then applied to the counselor overload point rate (base salary divided by 25 multiplied by .67).
    - b) Payment will be made at mid-term on 1/2 of the overload points. Final payment adjustments will be made on the basis of the student count on the last day of the semester or term. Sufficient time will be allowed for the data to be processed through payroll.
  - 3. For evening and weekend assignments, the counselor will be paid on the number of hours per week divided by 3.75 multiplied by the value of 1 point.
- K. In the event that a counselor does not teach in a semester or term, the counselor will be assigned additional counseling duties of 75 students. In addition, and at the direction of the Director of Counseling, and in consultation with the individual concerned, other duties may be assigned. These are:
  - 1. Career Center duties over and above the hours stipulated herein.
  - 2. Specific research and development projects.
  - 3. Curriculum development.

4. Pre-enrollment counseling (during Spring term).
  5. Any combination of the above.

L. In cases where a question concerning load interpretation arises between the counselor and the Director of Counseling, the following procedure shall be used:

  1. The counselor will designate another counselor or unit member and the Director of Counseling will designate another administrator. The four individuals will then decide upon the proper interpretation.
  2. For the purpose of these interpretations, no determination reached hereunder shall be grievable.

ARTICLE XXXIII  
DURATION OF AGREEMENT

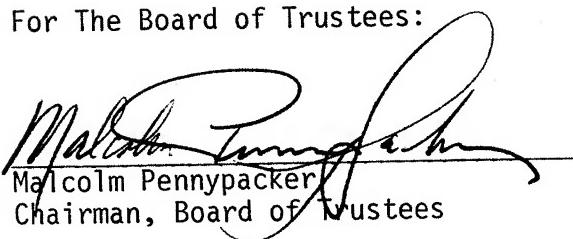
The effective dates of this Agreement shall be as follows:

Economic Items - July 1, 1979 to June 30, 1980

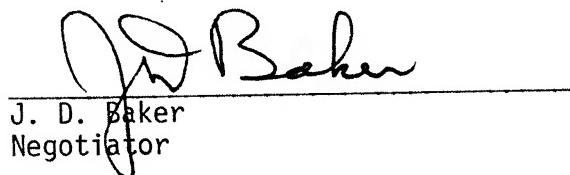
Negotiations for a reopeners on economic items  
to commence on April 15, 1980

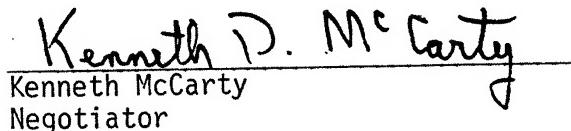
All other items - July 1, 1979 to June 30, 1981

For The Board of Trustees:

  
Malcolm Pennypacker  
Chairman, Board of Trustees

  
Sanford Schneider  
Chief Negotiator

  
J. D. Baker  
Negotiator

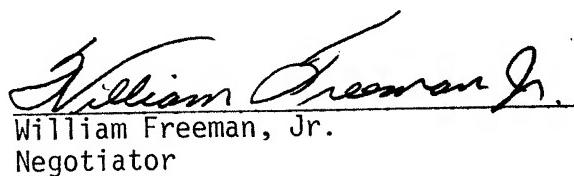
  
Kenneth D. McCarty  
Negotiator

August 7, 1979  
DATE

For The Faculty Association:

  
Frank L. Nappo  
Chief Negotiator

  
Rose M. Kaniper  
President

  
William Freeman, Jr.  
Negotiator

August 7, 1979  
DATE

APPENDIX A

INSTRUCTIONAL LOAD FORMULA

Reference: ARTICLE XVIII of the Agreement

BURLINGTON COUNTY COLLEGE

### FACULTY LOAD FORMULA

#### A. RATIONALE

The load formula is based on measurement of faculty work effort in terms that are applicable to the teaching-learning environment at Burlington County College. It is designed to recognize that the faculty members' principal responsibilities are instructional and therefore focuses on an acceptable method of measuring the effort necessary to execute those responsibilities. The formula limits itself to considering the variables of preparation, student contact, evaluation and special assignments.

## 12 B. DEFINITION

13 The load formula is defined as a guide or formula to meet  
14 institutional requirements by means of an equitable distribution  
15 of faculty time.

### 16 C. GOALS

17 The formula attempts to accomplish the following goals:

- 18        1. To distribute faculty time in an equitable manner.

19        2. To provide for a nonsubjective and accurate determination

20              of faculty load but not to increase that load above that

21              experienced in the 1970-71 contract year.

22        3. To facilitate the development of effective learning

23              strategies.

24        4. To allow for varying modes of instruction.

5. To reflect the unique learning strategies employed at Burlington County College.
  6. To realistically utilize financial and human resources.
  7. To provide for differentiated staffing.
  8. To be applicable to all faculty members.
  9. To be simple to understand and easy to compute.

#### D. DETERMINATION OF LOAD

The determination of a load is to be developed jointly between the faculty member and the Division Chairperson prior to the beginning of each term. It is hoped that this procedure will more effectively involve each faculty member in the construction of his load. The procedure does require that the faculty member come prepared to discuss with his Division Chairperson the various modes of instruction and methods of evaluation which he intends to use during the given term. Under the traditional system, only credit hours and/or lab contact hours were used in determining load. The proposed formula recognizes and gives credit to the faculty member in the following areas:

1. Preparation
  2. Student Contact
  3. Evaluation
  4. Special Assignments

## 1. Preparation

Rationale: The preparation points are designed to reflect

1 the faculty member's time and effort which are devoted to  
2 preparation for the teaching activities which s/he directs.

3 a. Normal Preparation

4 Normal preparation includes, but is not limited to, the  
5 following:

- 6 (1) Revising course syllabi;  
7 (2) Reading over assignments and lecture notes;  
8 (3) Writing or modifying behavioral objectives;  
9 (4) Revising packets in the accepted format, e.g.  
10 concept, rationale, objectives and learning strategies;  
11 (5) Having handouts reproduced and on hand;  
12 (6) Coordinating the use of technical equipment and  
13 personnel;  
14 (7) Constructing examinations

15 More credit is given for the original preparation than  
16 for duplicate preparations, and preparation is weighted  
17 according to the mode used, e.g. classroom or seminar,  
18 lecture or laboratory.

19 b. Instructional Development

20 (1) New Course

21 A new course factor of two (2) units/credit hour  
22 will be given for each previously unoffered college  
23 course or one for which materials have not been  
24 prepared. In addition, it is expected that materials

1                   will be prepared in either condition if the units  
2                   are awarded. Use of this factor should be  
3                   coordinated with the Division Chairperson and the VPDC

4                   (2) Extensive Revision of an Established Course

5                   To qualify, a faculty member may be expected to  
6                   drastically revise an existing course. The  
7                   extensive revision must be agreed upon with the  
8                   Division Chairperson.

9                   (3) Large Group Presentation

10                  To qualify to be credited for the time involved  
11                  in preparing such a presentation, the instructor  
12                  would probably be using multi-media to instruct  
13                  more than 47 students in a single class.

14                  2. Student Contact

15                  Contact time is the scheduled time that the instructor  
16                  physically spends with his scheduled class.

17                  3. Evaluation

18                  Two factors are weighted in this instance: the number of  
19                  students and the types of evaluation. See instructions  
20                  Page 12 for further information on how to compute this data.

21                  4. Special Assignments

- 22                  a. Conducting feasibility studies designed to establish  
23                   new programs;  
24                  b. Liaison with the public in coordinating career programs;

- 1           c. Coordination and Liaison Responsibilities, i.e. Math Lab,  
2                      Writing Lab, Science Lab, etc.;  
3           d. Coordinator of Career Advisory Committee  
4           e. Others: to be determined on individual basis.

5       E. LOAD SPECIFICATIONS

- 6       l. The specification of load in terms of point values, time  
7              parameters and quantitative applications of the formula  
8              are indentified with the body of the Agreement. (ARTICLE XVIII)

9

10      F. INSTRUCTIONS FOR COMPLETING INSTRUCTIONAL LOAD ANALYSIS FORM (Exh. 1)

11      l. INTRODUCTION

- 12       a. This form is to assist the faculty member in determining  
13              his instructional load. The completed form should  
14              accurately reflect the course strategy the instructor  
15              intends to use and, through the use of conversion factors,  
16              the amount of instructional preparation, student contact,  
17              and evaluation units that will be necessary to meet his  
18              instructional requirements.

19      2. PREPARATION

- 20       a. Your first step in completing the form is determining  
21              which mode or modes you will be using to teach the course  
22              being analyzed. Recognizing that varying modes of  
23              instruction require varying amounts of preparation time,  
24              the preparation segment of the form has been subdivided

1                   into three major categories - laboratory, classroom or  
2                   seminar, and large group.

3                   (1) Laboratory

4                   In the laboratory mode, the student is individually  
5                   engaged in self-instructional learning activities  
6                   or in individualized problem solving. Within this  
7                   mode, the instructor is primarily a resource person.

8                   (2) Classroom or Seminar

9                   In the classroom or seminar mode the students are  
10                  jointly engaged in some learning activity generally  
11                  requiring group interaction. The instructor may  
12                  be either a resource person, a director of activities,  
13                  or a participant.

14                  (3) Large Group

15                  For the purposes of this formula, a large group  
16                  will generally consist of a minimum of 47 students  
17                  as determined at the end of the drop-add period, or  
18                  fewer with the concurrence of the Division Chairperson.  
19                  In the lecture mode, the student primarily receives  
20                  information. The instructor and his audio-visual  
21                  tools are the primary sources of information.

22                  (4) Combinations

23                  A course may be taught using any combination of these  
24                  three modes or as in some cases, a single mode. Once  
25

1 you have determined the appropriate category for your  
2 course work, the next step is to compute your  
3 preparation time. Recognizing that the time required  
4 to prepare a presentation for the first time differs  
5 markedly from the time required to give the same  
6 presentation to subsequent sections, this formula  
7 contains factors that reflect these differences  
8 in preparation time. Thus, these factors reflect  
9 the time required to prepare for the first preparation  
10 (original), the time necessary for the second  
11 preparation (first duplication) and the time necessary  
12 for the third preparation (second duplication),  
13 and for subsequent preparations. In most instances,  
14 with the exception of open labs, the third, the  
15 fourth, and subsequent presentations have the same  
16 factor as the second duplication.

17 The factors for classroom and large group are  
18 encoded on the Load Analysis Form. However,  
19 because laboratory preparation time differs so  
20 markedly from discipline to discipline, specific  
21 factors were developed for specific laboratory  
22 courses. You will find your laboratory preparation  
23 factor in Table 1.

24 Under unusual circumstances, it may be necessary  
25

for a faculty member to have the responsibility  
for more than three different courses. When this  
situation exists, the preparation factor(s) for the  
additional course will be multiplied by 1 1/2. The  
additional course(s) will be those having the highest  
preparation factors.

When there exists a significant alteration in  
teaching strategies for the same course, then the  
appropriate preparation factors will be increased  
by 50% of their value. Such determination must be  
by mutual agreement between the faculty member and  
the Division Chairperson.

For example, evening and Bordentown courses  
probably would have their preparation factors  
multiplied by 1 1/2 if the instructor were teaching  
the same course on campus.

Table 1  
Laboratory Preparation Factors

|    | Course                                   | First Hour | Second Hour | Third Hour and beyond |
|----|--|------------|-------------|-----------------------|
| 3  | Open Lab                                 | 1.0        | .5          | .25*                  |
| 4  | Conventional Science Lab                 | 1.0        | .5          | .25                   |
| 5  | Social Science Lab                       | .1         | .05         | .025                  |
| 6  | Math Lab                                 | .1         | .05         | .025                  |
| 7  | Reading Lab                              | .1         | .05         | .025                  |
| 8  | Writing Lab                              | .1         | .05         | .025                  |
| 9  | Studio Lab                               | .1         | .05         | .025                  |
| 10 | Music Lab                                | .1         | .05         | .025                  |
| 11 | Physical Education Activity Course       | .5         | .25         | .125                  |
| 12 | Secretarial Science Lab & Accounting Lab | .5         | .25         | .125                  |
| 13 |  |            |             |                       |
| 14 |  |            |             |                       |

\* The factor of .10 will be allowed for each additional hour in excess of the third hour.

Variations in the above factors, due to unique local circumstances, and not to exceed 50%, may be made through mutual agreement of the faculty member and Division Chairperson and with the approval of the VPASA.

Choose the appropriate factor from Table 1 being careful that your selection reflects the correct factor for your number of preparations, i.e. original, first duplicate, second duplicate, and inset them in the appropriate boxes in the Load Analysis Form.

G. Examples

- (1) An instructor who is teaching two sections of one course in the classroom mode meeting three times a week, should record his activities as follows:

|           |             |             |   |                   |   |                   |                |
|-----------|-------------|-------------|---|-------------------|---|-------------------|----------------|
| CLASSROOM | FIRST HOUR  | <u>1.0</u>  | X | <u>3</u>          | = | <u>3</u>          | FIRST SECTION  |
|           | SECOND HOUR | <u>0.5</u>  | X | <u>3</u>          | = | <u>1.5</u>        | SECOND SECTION |
|           | THIRD HOUR  | <u>0.25</u> | X | <u>          </u> | = | <u>          </u> |                |

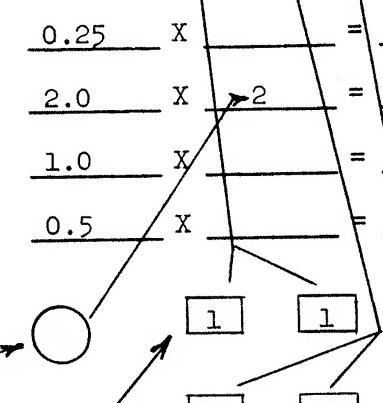
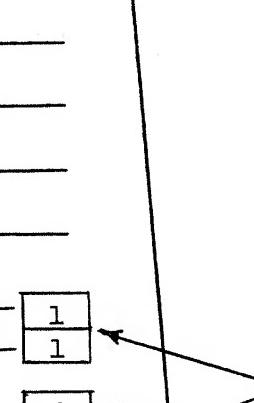
- (2) An instructor who is teaching four sections of one course in a configuration that meets the four combined sections one hour a week in a large group and each section individually twice a week in one hour seminars would record his activities as follows:

|                |             | CLASSROOM       |          |              |     |              |      |   |   |
|----------------|-------------|-----------------|----------|--------------|-----|--------------|------|---|---|
| CLASS<br>ROOM  | FIRST HOUR  | $\frac{1.0}{}$  | $\times$ | $\frac{2}{}$ | $=$ | $\frac{2}{}$ |      | 1 | 1 |
|                | SECOND HOUR | $\frac{0.5}{}$  | $\times$ | $\frac{2}{}$ | $=$ | $\frac{1}{}$ |      | 2 | 2 |
|                | THIRD HOUR  | $\frac{0.25}{}$ | $\times$ | $\frac{4}{}$ | $=$ | $\frac{1}{}$ | L.G. |   |   |
| LARGE<br>GROUP | FIRST HOUR  | $\frac{2.0}{}$  | $\times$ | $\frac{1}{}$ | $=$ | $\frac{2}{}$ |      | 3 | 3 |
|                | SECOND HOUR | $\frac{1.0}{}$  | $\times$ | $\frac{}{}$  | $=$ | $\frac{}{}$  |      | 4 | 4 |
|                | THIRD HOUR  | $\frac{0.5}{}$  | $\times$ | $\frac{}{}$  | $=$ | $\frac{}{}$  |      |   |   |

- (3) An instructor who is teaching one course in a weekly configuration of one large group and 20 hours of open lab would record his activities as follows:

|                |             | CLASS           |          |               |     |                 |      |    |  |
|----------------|-------------|-----------------|----------|---------------|-----|-----------------|------|----|--|
| LAB            | FACTOR      | HOURS           | UNITS    |               |     |                 |      |    |  |
|                | FIRST HOUR  | $\frac{1.}{}$   | $\times$ | $\frac{1}{}$  | $=$ | $\frac{1}{}$    |      | 1  |  |
|                | SECOND HOUR | $\frac{0.5}{}$  | $\times$ | $\frac{1}{}$  | $=$ | $\frac{0.5}{}$  |      | 2  |  |
|                | THIRD HOUR  | $\frac{0.25}{}$ | $\times$ | $\frac{1}{}$  | $=$ | $\frac{0.25}{}$ |      | 3  |  |
| LARGE<br>GROUP |             | $\frac{0.10}{}$ | $\times$ | $\frac{17}{}$ | $=$ | $\frac{1.70}{}$ |      | 4  |  |
|                | FIRST HOUR  | $\frac{2.0}{}$  | $\times$ | $\frac{1}{}$  | $=$ | $\frac{2}{}$    | L.G. | 5  |  |
|                | SECOND HOUR | $\frac{1.0}{}$  | $\times$ | $\frac{}{}$   | $=$ | $\frac{}{}$     |      | 6  |  |
|                | THIRD HOUR  | $\frac{0.5}{}$  | $\times$ | $\frac{}{}$   | $=$ | $\frac{}{}$     |      | .  |  |
|                |             |                 |          |               |     |                 |      | .  |  |
|                |             |                 |          |               |     |                 |      | .  |  |
|                |             |                 |          |               |     |                 |      | 19 |  |
|                |             |                 |          |               |     |                 |      | 20 |  |

- (4) An instructor is teaching two different courses; one meets in one 2-hour lab and in a classroom situation three times per week. The other course meets as two sections combined twice a week as a large group and individually as sections twice a week in classrooms, and individually as sections in 2 hour labs. He would record his activities as follows:

|             | FACTOR  | CLASS HOURS | UNITS   |
|-------------|---|-------------|---|
| LAB         | <u>1</u>  | <u>1</u>    | <u>1</u> ←  |
|             | <u>0.5</u>  | <u>1</u>    | <u>0.5</u> ←  |
|             | <u>  </u>   | <u>  </u>   | <u>  </u>   |
| CLASS ROOM  | <u>1.0</u>  | <u>3</u>    | <u>3</u> ←  |
|             | <u>0.5</u>  | <u>  </u>   | <u>  </u>   |
|             | <u>0.25</u>   | <u>  </u>   | <u>  </u>   |
| 2 HR. LAB   |   |             |    |
| LAB         | <u>1.0</u>  | <u>1</u>    | <u>1</u> →  |
|             | <u>0.5</u>  | <u>1</u>    | <u>0.5</u> →  |
|             | <u>0.25</u>   | <u>2</u>    | <u>0.5</u> ←  |
| CLASS ROOM  | <u>1.0</u>  | <u>2</u>    | <u>2</u> →  |
|             | <u>0.5</u>  | <u>2</u> ←  | <u>1</u> →  |
|             | <u>0.25</u>   | <u>  </u>   | <u>  </u>   |
| LARGE GROUP | <u>2.0</u>  | <u>2</u>    | <u>4</u> →  |
|             | <u>1.0</u>  | <u>  </u>   | <u>  </u>   |
|             | <u>0.5</u>  | <u>  </u>   | <u>  </u>   |
| LARGE GROUP |  |             |  |
| 2 HR. LABS  |   |             |  |

1                   (5) Total Preparation

2                   Once you have calculated your preparation time for  
3                   each course section in their varying mode, total  
4                   the preparation units in the right-hand column of  
5                   the form and record the sum in the block marked  
6                   Total Preparation.

7                   TOTAL PREPARATION      

8                   3. CONTACT

9                   a. Contact time is the scheduled time that the instructor  
10                  physically spends with s/his scheduled class. One point  
11                  will be awarded for each such scheduled class hour.

12                  (1) An instructor who is teaching four sections of  
13                  one course in a configuration of one large group  
14                  and two weekly seminars for each section would  
15                  record his contact time as follows:

16                  CONTACT.....SCHEDULED CLASS HOURS.....

17                  LARGE GROUP = 1  
18                  8 SEMINARS =  $\frac{8}{9}$

19                  4. EVALUATION

20                  a. Since different types of testing require differing amounts  
21                  of evaluation time, this formula recognizes three basic  
22                  types of testing vehicles. It further recognizes two  
23                  different circumstances under which each type of test can

1                   be graded and up to two different methods under each  
2                   grading practice that can be used for grade recording.

3                   b. The three potential testing vehicles are Objective,  
4                   Written, and Combination. One of these should closely  
5                   reflect your primary testing method. In order to qualify  
6                   for point factors applicable to the combination evaluation  
7                   methods, at least one third of the number of tests to  
8                   be given must be of each of the two other types (Objective  
9                   or Written).

10                  c. For combination of evaluative methods that do not meet  
11                  the criteria in Par. b., an average evaluation factor  
12                  will be determined based upon the point allocation for  
13                  each testing vehicle used divided by the total number  
14                  of testing vehicles.

15                  d. Test factors are as follows:

|    |  | <u>Obj.</u> | <u>Written</u> | <u>Comb.</u> |
|----|--|-------------|----------------|--------------|
| 17 | (1) Faculty grades - faculty records     | .06         | .18            | .10          |
| 18 | (2) Faculty grades - assistant records   | .05         | .16            | .08          |
| 19 | (3) Assistant grades - faculty records   | .05         | --             | --           |
| 20 | (4) Assistant grades - assistant records | .02         | --             | --           |

21                  e. Determine as accurately as possible which factor best  
22                  approximates your test evaluation time and enter that  
23                  figure in the space marked Test Factor. Now enter the  
24                  anticipated number of students you and the Division  
25

1 Chairperson expect to be enrolled in the course. (The  
2 anticipated enrollment is based upon the best predictive  
3 figures available to the Division Chairperson at the time  
4 a faculty member's load is determined. The final  
5 enrollment figures will be determined at the end of the  
6 drop-add period. Multiplying the number of students by  
7 the sum of test factor and the student factor gives  
8 you your total evaluation factor. Record this figure in  
9 the designated block.

10 Student factors shall be as follows: .005

11

12

13

14 EVALUATION:

15 NUMBER OF STUDENTS 100 X FACTOR (.005 + .06)= 6.5

16 TEST FACTORS:

17 .02 .05 .06 .08 .10 .16 .18

18 Once you have filled out a separate Instructional Load  
19 Analysis Column for the different courses you are teaching,  
20 summarize the results and place them in the designated  
21 blocks on the Instructor Load Summary Column.

22 There will be no changes in the evaluation factor unless  
23 there is mutual agreement between the Faculty member  
24 and the Chairperson up to and including June 30, 1980

25

1       5. INSTRUCTIONS FOR FILLING OUT THE INSTRUCTOR LOAD SUMMARY

2       SHEET (Exhibit 3)

3       a. INSTRUCTIONAL LOAD

4           (1) Once the Instructional Load Analysis Column is  
5           completed, use the information contained therein  
6           to prepare the Instructor Load Summary Column.

7           Summarize the units of preparation, contact, and  
8           evaluation that would be necessary to meet your  
9           instructional responsibilities and insert those  
10          figures in the blocks provided at the right side of  
11          the Instructor Load Summary Sheet. Adding together  
12          the units of preparation, contact and evaluation  
13          gives you your Total Instructional Load.

14       b. ASSIGNMENTS

15           (1) Instructional Development

16           (a) The amount of credit to be given to an instructor  
17           who creates a new course, significantly revises  
18           an old course, or develops a new mode for  
19           teaching an old course will be by agreement  
20           between the instructor and the Division Chairperson.  
21           The written proposal requires agreement of the  
22           VPASA (Refer to Page 3, Section D.l.b.,  
23           Instructional Development).

24

25

(2) Other

(a) Credit may be given for the performance of duties essential to the well-being of the institution but not recognized in previous sections of this proposal. This could involve such duties as:

- 1) liaison with public,
  - 2) being a major official in a professional society,
  - 3) active member of an advisory committee,
  - 4) the award of additional office hours where large groups of students are involved, i.e. for every 20 students beyond 140, award 0.5 additional units for each scheduled office hour beyond 5 hours.

This list shall not be considered all inclusive but shall be open-ended to include any item meeting the stated criteria. Unless otherwise specified, the rate of credit to be given for performing such duties will be determined by mutual agreement between the instructor and the Division Chairperson, with the written approval of the VPDC.

(b) Activities which are recognized by supplementary contract are excluded from calculation under this formula.

(3) Add the units for Instructional Development and Other to arrive at your Total Assignments.

(4) Summary

(a) Adding together your Total Instructional Load, and Total Assignments gives you your Total Instructional Load.

APPENDIX B

SABBATICAL LEAVE APPLICATION

DATE: \_\_\_\_\_

NAME OF APPLICANT: \_\_\_\_\_

DIVISION: \_\_\_\_\_

SABBATICAL DATE:

BEGINNING: \_\_\_\_\_

ENDING: \_\_\_\_\_

1. GENERAL STATEMENT OF PURPOSE:

2. SPECIFIC ACTIVITIES:

3. PERSONAL DEVELOPMENT:

4. BENEFIT TO COLLEGE:

As stipulated by the Collective Agreement, the salary rate for the time requested is \_\_\_\_\_ full salary; \_\_\_\_\_ two-thirds salary; \_\_\_\_\_ one-half salary; \_\_\_\_\_ other. (Check one)

My present salary is \$\_\_\_\_\_ on the basis of \_\_\_\_\_ months.

My salary upon return from leave will be determined as follows:

I have been a member of the faculty at Burlington County College for \_\_\_\_\_ consecutive years at the academic rank as follows for the year indicated .

My previous Sabbatical Leaves while serving at BCC have been as follows:

If granted a Sabbatical Leave, I hereby agree to abide by the terms of this leave agreement as well as those in the Collective agreement in force.

## APPROVALS

Signature

## Chairperson

Date

Date

President

Date

APPENDIX C

BURLINGTON COUNTY COLLEGE

EMPLOYMENT CONTRACT: FULL-TIME FACULTY

THIS CONTRACT entered into by and between BURLINGTON COUNTY COLLEGE, a Body Corporate, Pemberton-Browns Mills Road, Pemberton, New Jersey 08068 (hereinafter called the "College") and \_\_\_\_\_ (hereinafter called the "Employee") shall become effective on the date hereinafter provided.

WITNESSETH:

It is hereby mutually agreed to between the College and the Employee as follows:

1. Position Description and Term of Employment

The Employee shall serve in the capacity of faculty member with the academic rank of \_\_\_\_\_, in the College in the \_\_\_\_\_ and under the control of the College Board of Trustees for a term of period indicated, commencing on \_\_\_\_\_ and ending on \_\_\_\_\_.

2. Salary

In consideration of said services for the aforesaid term, the Employee shall receive the base salary of \_\_\_\_\_, to be paid according to prevailing College payroll procedures.

3. Conditions Precedent

The Employee agrees that the following shall be conditions precedent to the employment provided herein and that documentation indicating compliance with such conditions shall be on file with the proper agency of the Board of Trustees before any payments for services under this contract shall be made.

- a.
- b.
- c.

4. Term and Status of Employment, Qualifications, Duties, Observation of Rules

The Employee hereby agrees to the term and status of the Employee's employment as herein-before set forth. The Employee having represented and the College having relied thereon that she/he is duly qualified to serve in the capacity or capacities designated shall perform such related duties as the Board of Trustees, President of the College, and their authorized representatives shall direct, and shall observe and enforce all of the rules prescribed for the College by the Board of Trustees.

5. Laws, Rules, Regulations

This contract shall be governed in accordance with all applicable laws of New Jersey, the lawful rules and regulations of the Board of Higher Education, the rules and policies of the Board of Trustees, the Administrative regulations and procedures of the College, and the provisions of the Collective Agreement by and between the Board of Trustees of the Burlington County College and the Burlington County College Faculty Association, all of which are hereby made a part of the terms and conditions of this Contract as if fully stated herein.

## 6. Signature and Return of Contract

If the Employee does not sign and return the original and one (1) copy of this employment contract to the College's Personnel Department within sixteen (16) calendar days of the date of issuance hereinafter specified, the College may interpret that:

- a. In the case of a reappointment contract, that reappointment is not desired and that the Employee has resigned from her/his position at the College.
- b. In the case of initial employment, that the Employee is declining said employment.
- c. In the case of supplemental employment, that the Employee is declining said supplemental employment.

Exceptions may be made upon written request for extension. Any such request should be addressed to the President of the College and submitted to the Personnel Department. The request must include a specific date by which the individual will submit the contract; said date shall not be more than ten (10) calendar days beyond the original due date hereinafter specified unless otherwise agreed to by the President of the College. Any extensions which may be granted by the President of the College will be in writing.

IN WITNESS WHEREOF, the parties hereto have hereunto set their signatures on the dates hereinafter provided.

### BURLINGTON COUNTY COLLEGE

Date contract issued  
to Employee by  
Personnel Department  
Date \_\_\_\_\_  
Initials \_\_\_\_\_

By: \_\_\_\_\_  
Employee

Date signed and date  
this contract is entered  
into by the College and  
the Employee \_\_\_\_\_

Date signed contract  
due in College's  
Personnel Department

Date  
Signed \_\_\_\_\_

(unless modified in  
accord with Paragraph 6)

President of the College

NOTE - To 10 Month Employees Only: Selection of 10 or 12 Month Payment Schedule

1. Ten (10 ) month employees have the option of receiving payment of base annual salary on a 10 or 12 month basis.
2. Consider your choice carefully as the College cannot change your method of payment once you have selected an option.
3. Please indicate your choice below by checking the appropriate box:

10 Month

12 Month

## APPENDIX D

COLLEGE  
PAY DATES1980

| <u>1979</u> |        | <u>1980</u> |        | <u>1980</u> |        |
|-------------|--------|-------------|--------|-------------|--------|
| JULY        | 6      | JAN.        | 4      | JULY        | 3      |
|             | 20     |             | 18     |             | 18     |
| AUG.        | 3      | FEB.        | 1      | AUG.        | 1      |
|             | 17     |             | 15 * * |             | 15     |
|             | 31 *   |             | 29 *   |             | 29 *   |
| SEPT.       | 14     | MAR.        | 14     | SEPT.       | 12     |
|             | 28     |             | 28     |             | 26     |
| OCT.        | 12     | APR.        | 11 * * | OCT.        | 10     |
|             | 26 * * |             | 25     |             | 24 * * |
| NOV.        | 9      | MAY         | 9      | NOV.        | 7      |
|             | 21     |             | 23     |             | 19     |
| DEC.        | 7 * *  | JUN.        | 6 * *  | DEC.        | 5 * *  |
|             | 21     |             | 20     |             | 19     |

\* \* Applicable overload and adjunct checks will be prepared. Issuance however, will be in accordance with the Faculty Agreement of College policy.

\* No PERS. or TIAA

The pay dates for all instructional staff under contract to teach during the Summer term will be July 6, 20, August 3 and 17.

## INDEX FOR COLLECTIVE AGREEMENT

| <u>ITEM</u>   | <u>PAGE NO.</u> |
|---|-----------------|
| Academic Freedom  | 38              |
| Advisory Arbitration  | 59              |
| Association Business  | 9               |
| Association Liability                                       | 10              |
| Attendance at College Functions                             | 34              |
| Basic Studies   | 54              |
| Bereavement Leave   | 46              |
| Coaches Salaries  | 40              |
| Contract Period   | 8               |
| Counselor Workload  | 62              |
| Evaluation  | 18              |
| Exchange Teaching Leave                                     | 48              |
| Extension of Leave  | 48              |
| Grievance Procedure   | 55              |
| Health Benefits   | 42              |
| Holidays - 12 Month Personnel                               | 49              |
| Initial Appointment   | 4               |
| Instructor's Course & Classroom Rights and Responsibilities | 12              |
| Instructional Load  | 25              |
| Instructional Workweek                                      | 35              |
| Legal Leave   | 46              |
| Long Term Leave   | 47              |
| Management Rights   | 15              |
| Military Leave  | 46              |
| Negotiation Procedures                                      | 2               |
| Non-discrimination  | 8               |
| Non-reappointment   | 7               |
| Office Hours  | 37              |
| Outside Employment  | 12              |
| Overload  | 26              |
| Overload Assignments  | 30              |
| Overload Rate   | 27              |
| Parking   | 17              |
| Payroll Deductions  | 11              |
| Personal Leave  | 45              |
| Personnel Files   | 61              |
| Promotion   | 20              |
| Prorated Teaching Periods                                   | 5               |
| Reappointment   | 6               |
| Reduction in Staff  | 8               |
| Recognition   | 1               |
| Resignations  | 8               |
| Sabbatical Leave  | 51              |
| Salaries  | 39              |
| Short Term Leave  | 47              |
| Sick Leave  | 44              |
| Staff Support   | 16              |
| Summer Term Reevaluation                                    | 29              |
| Supplemental Term Assignments                               | 32              |

| <u>ITEM</u>                       | <u>PAGE NO.</u> |
|-----------------------------------|-----------------|
| Tuition Reimbursement             | 22              |
| Tuition Remission                 | 13              |
| Use of Bulletin Boards            | 10              |
| Use of College Mail and Phone     | 10              |
| Use of College Property           | 9               |
| Vacation Leave - 12 Month Faculty | 49              |